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LONDON, JUNE 9, 1894.

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CURRENT TOPICS.

DURING THE absence of Mr. Justice VAUGHAN WILLIAMS and Mr. Justice WRIGHT on circuit, urgent matters in winding-up cases have been, and will be, heard by Mr. Justice ROMER.

MR. THOMAS KEY has been appointed one of the Conveyancing Counsel to the Chancery Division, in succession to the late Mr. BRICKDALE. Mr. KEY, who was called to the bar in 1856, is well known as a conveyancer, and as one of the authors of an excellent collection of precedents; and his appointment will, we believe, be universally approved.

MR. JUSTICE STIRLING will commence on Tuesday, the 12th inst., to hear witness actions. By that day he will have disposed of his non-witness list, and will continue the hearing of witness actions on Tuesdays, Wednesdays, and Thursdays until he begins his fortnight of continuous hearing of these actions on Tuesday, the 10th of July.

ON TUESDAY, the 12th inst., Mr. Justice CHITTY will commence the hearing of witness actions, and will continue the same business until the 23rd inst. daily, with the exception of Monday, the 18th inst. Motions and unopposed petitions in actions assigned to Mr. Justice CHITTY will, during the before-mentioned period, be heard by Mr. Justice NORTH on Thursdays and Saturdays.

ON THURSDAY LAST Court of Appeal No. 2 had before them two appeals from the Chancery of the County Palatine of Lancaster in addition to a case from the New Trial Paper. Cases of the latter description will be taken in the same court until further notice. After an interval there will be several Chancery appeals in the final list ready for hearing. Meantime Chancery interlocutory appeals will be taken on Wednesdays.

THE YEARLY LIST of attendances of members of the Council of the Incorporated Law Society is printed elsewhere. It is remarkable for the diminution in the numbers of attendances of even the most diligent members, due probably to the fact that fewer meetings of committees have been necessary. Mr. PENNINGTON has dropped from his extraordinary aggregate of 238 attendances in 1892 to an aggregate of only 167. With his 138 attendances at committees he is a long way ahead of every

other member except Mr. JOHN HUNTER, who scores 106 attendances at committees. But the really startling fact appears to be that at least five meetings of the council have been held during the past year at which Mr. PENNINGTON was not present. He has only 29 attendances as against the 34 of Mr. JOHN HUNTER and Mr. ROSCOE. The members who are credited with 30 or more attendances at council meetings are Mr. GODDEN, Mr. HUNTER, Mr. KEEN, Mr. LAKE, Mr. MILLS, Mr. MORRELL, Mr. MUNTON, Mr. ROSCOE, Mr. WALTERS, and Mr. WILLIAMS; but it is fair to say that Mr. PENNINGTON, Sir T. PAINE, the late Sir H. W. PARKER, Mr. BRISTOW, Mr. CUNLIFFE, Mr. ADDISON, and Mr. RAWLE are close upon their heels, with attendances varying from 26 to 29. A great debt of gratitude is due to these and many other members of the council for the amount of time they bestow, in the midst of the engrossing work of their profession, on the affairs of the society.

THE FIRST CLAUSE of the Finance Bill passed through the Committee of the House of Commons on Monday last. It establishes the principle that the new estate duty shall be paid upon the principal value of all property passing on the death of a person dying after the commencement of the Act, and that the rate at which it is paid shall be a graduated rate. It is, of course, open to the House to alter the scheme of graduation propounded by the Bill, and several amendments have been put down with the object of lightening the burden which is cast upon estates of what may be described as moderate dimensions. Considerable discussion arose upon clause 2, which to a certain extent defines what property is to be deemed to pass upon a death. This clause contains expressions which themselves require definition, and for further information the inquirer is referred to clause 18—the definition clause of the first part of the Bill. It is obvious that so wide an expression as “property of which the deceased was at the time of his death competent to dispose” requires some limitation; but it appears from the course of the debate that the discussion as to what meaning this phrase is to bear is to be postponed until clause 18 is reached. It seems to an unprejudiced observer that it will be difficult for the Committee to arrive at a conclusion as to what properties are to be aggregated so as to form one estate for the purposes of the graduated duty, and what properties should be taken as forming a single estate, when they are in the dark as to what property is to be deemed to pass on the death. Passing by the questions of aggregation and of the treatment of settled property, which it may be expected will have come up for decision before the issue of this number, we may refer to clause 6, which relates to the valuation of property, as likely to give rise to important discussions. We are glad to notice that the obnoxious clause 8 has been withdrawn, and that some concession in favour of existing settlements may be anticipated.

THE DECISION of the Court of Appeal in *Re Holford* (*ante*, p. 512), to which we briefly referred last week, has settled the vexed question whether children entitled to residuary personal estate, or to the residue of a fund arising from the proceeds of sale of real and personal estate, contingently on attaining twenty-one are entitled to *interim* maintenance. We have often discussed this question—see 35 SOLICITORS' JOURNAL, 149, 37 SOLICITORS' JOURNAL, 263, 281—and we are glad to say that the decision of the Court of Appeal, and the reasons given for the decision, are in accordance with the opinions that we have always advocated. In *Re Holford* the income of a residue of a fund to arise from the sale of real and personal estate was given “in trust for the child or children of T. who shall be living at my death, and who shall attain twenty-one years, in equal shares if more than one, and if only one in trust for that child.” At the testator's death there were six children, all infants, one of whom afterwards attained twenty-one. She claimed not only her own share of the residue, but also the income of the rest of the residuary estate, including accumulations, till the next child should attain twenty-one. The argument for the child who had attained twenty-one was founded on the contention that she had attained a vested interest in the whole fund, subject to be partially divested by another child

attaining twenty-one. The court pointed out that this argument was incorrect. “The fund is given to all the children alike; as each attains twenty-one he becomes absolutely entitled to one-sixth, he and the other children are still contingently entitled to the remaining unvested shares; but no child who has attained twenty-one is entitled to a vested interest in more than one-sixth until his share is increased by the death of one or more of the other children. This is as true of the income as of the capital.” In other words, the argument for the child who had attained twenty-one failed owing to a fundamental misconception of the meaning of “vested” and “contingent” as applied to gifts of personality. A gift of this nature is contingent when it is, and vested when it is not, subject to a condition precedent. In *Re Holford* the child who had attained twenty-one had a vested interest in her one-sixth because it was not subject to a condition precedent. She and all the infant children had contingent interests in the rest of the fund because such interests were subject to a condition precedent. If a younger child died under twenty-one the condition in favour of the eldest was performed, and the eldest took an additional share. If a younger child attained twenty-one, the condition in such child's favour was performed, and it took a share. It will be noticed that a case of this nature differs widely from the case where a child takes a vested interest subject to be divested; as in the latter case the condition is a condition subsequent, not a condition precedent.

SEVERAL CORRESPONDENTS, among whom is Mr. V. I. CHAMBERLAIN, whose letter appeared in our issue last week, have written to press for one uniform method of commencing proceedings in the High Court—viz., by writ of summons. It is not our present purpose to express an opinion upon the desirability of such a change, nor are we prepared for the present to admit the desirability of abolishing originating summonses and originating petitions. Perhaps on another occasion we may discuss the suggestion on its merits. There is, however, one possibility which the suggestion of our correspondents calls to mind which may well be considered as within the range of practical politics and extremely important in its bearings. Last year the Rule Committee made a rule allowing service of an originating summons and petition out of the jurisdiction under the same conditions as a writ of summons. That rule was, and still is, greatly and urgently needed, but in consequence of an agitation which was partly political and partly based upon unreasonable ignorance the rule had to be annulled. There was one little foothold upon which those who objected to it could take their stand, and one only. It was this: a writ is the Queen's writ, and is tested on her behalf by her Lord Chancellor. It is, therefore, nominally the act of the Crown, claiming obedience as to the Crown. An originating summons is purely the act of the English High Court of Justice. It is not tested or signed by anyone, nor does it bear upon it any mark of authority other than the seal of the English court. Therefore it might be urged that out of the jurisdiction of the English court it could not properly have any binding effect. We do not admit that that was a sufficient ground for upsetting the rule in question, but it was a reasonable objection to it; in fact, it was the only reasonable objection. The judges, at any rate, conceded the point and withdrew their rule, much to the detriment of the English suitor. Now, let us consider for a moment the suggestion of our correspondents in the light of the need which still exists for service of originating summonses out of the jurisdiction in proper cases. Suppose the Rule Committee were to make a rule, entirely within their power to make, that in every case where any relief was properly sought under any statute, rule, or practice, proceedings in the High Court might, at the option of the plaintiff, applicant, or petitioner, be commenced by writ of summons: provided that, if it should appear on taxation that such relief could have been obtained by originating summons or petition at less cost to the parties than by writ of summons, the difference should be disallowed to the plaintiff, applicant, or petitioner. Suppose such a rule were passed, what would be the consequence? In the first place, it could not possibly be contended that the English court was not absolutely within its right in making such a rule. In the second place, the right

to serve parties out of the jurisdiction would be secured to English suitors and petitioners for every kind of claim which a judge of the High Court considered ought to be made against a defendant or respondent out of the jurisdiction. And if a claim were prosecuted by writ in an improper case, the only sufferer would be the person who prosecuted it by writ instead of by summons or petition. It may seem, at first sight, as if this would be merely a method of getting behind the objection to service of originating summons out of the jurisdiction in a way which might be ingenious but would not be altogether legitimate. We do not think it could reasonably be so construed, because it would, in fact, be a concession of the point that nothing but the Queen's writ ought to be served out of the jurisdiction. It was never to the nature of the claim that the objection was raised, but to the nature of the document to be served with binding effect. At any rate, we commend this possible way out of the difficulty to the consideration of the Rule Committee.

JUDGE EMDEN, in an article in the current number of the *Nineteenth Century*, makes numerous proposals for the reform of company law. They may be shortly summarized as follows. The present provisions under which any seven persons may form a company, and the doctrine that the company when so formed can adopt contracts previously entered into by the promoters, he regards as giving the promoters an undue influence in the initiation of the company and the commencement of business. The powers now possessed by the seven subscribers of the memorandum of association, who are usually simply the nominees of the promoters, he would vest in a meeting of shareholders, to be summoned by the Registrar of Joint-Stock Companies. This meeting, from which the holders of vendors' shares would be excluded, would decide whether sufficient capital had been subscribed to justify the company in proceeding to business, and also what contracts were to be adopted. Prospectuses Judge EMDEN would put upon the same footing as contracts of insurance. "All the material facts which have any bearing upon the true position of the business, or of the liabilities to be undertaken, or upon payments for promotion and the devolution of the purchase-money, and all other matters relating to capital, directors, &c., which are or ought to be within the knowledge of promoters or those engaged in forming the company, should be communicated to persons invited to subscribe for shares in a manner sufficient to give them the same means of forming an opinion as the promoters and their friends." The real legal position and duties of directors in respect of the funds of the company should be defined, and it should not be left to the courts to adopt in a somewhat haphazard fashion the rules relating to trustees. In particular "the law in respect to misfeasance and gross mismanagement and negligence of directors and officers, and as to the various modes by which directors assist promoters, should be so altered and extended as to make them liable individually for acts done or omitted in a body which no prudent or honest man would be guilty of." The issue of debentures should be controlled, and they should not be allowed to be a floating charge in such a manner as to prejudice unsecured creditors who have given credit without notice of their existence. Further, the power "to create debentures charged upon uncalled capital should be either restricted or entirely abolished." The appointment of auditors should be so arranged, and their duties so defined, as to make them perfectly independent of the directors. The mode of winding up by a voluntary winding up under the supervision of the court should be abolished, and a compulsory winding up under the Act of 1890 substituted in cases where a supervision order is now applied for. At the same time, in the event of such a change being made, Judge EMDEN suggests that a modification should be made in section 4 of the Act of 1890, under which, upon the making of a winding-up order, the official receiver becomes provisional liquidator *virtute officii*. The public examination of directors should lead to some practical result. At present either criminal or civil proceedings may follow the examination, but as a rule neither can be undertaken with success. Judge EMDEN suggests "either a certificate that the person is 'whitewashed,' or that he is unfit

to be a director of other companies." Finally, where there is a winding up, a debenture-holders' action ought no longer to be brought as an independent proceeding, but the debentures should be realized by an application in the winding up. Some of the above suggestions appear to be valuable. Too great plainness cannot be required in a prospectus. If promoters are asking for the co-operation of the public they ought to place the public in the same position in regard to information as themselves. The collective liability of directors is to be desired, if it can be attained without imposing too great a risk upon honest men. The facilities for issuing debentures have been carried too far. It is hard on the general creditors that they should cover uncalled capital. Any provision that will secure the independence of auditors will be welcome. When this has been done we shall hear less about the difficulties of producing a really reliable balance-sheet. The most important point, perhaps, is the suggestion with regard to the summoning of a preliminary meeting of shareholders. It is certainly desirable that the shareholders should have a greater part in the starting of the company, but we confess we fail to see how the practical difficulties attending Judge EMDEN's scheme can be surmounted.

A CASE of some importance was recently decided by the Court of Appeal under ord. 14, r. 8, of the R. S. C. of November, 1893. In *Langton v. Roberts* (10 Times L. R. 492) the plaintiff claimed on a bill of exchange, and applied for summary judgment under order 14. The defendant obtained leave to defend, and in giving such leave the master ordered that the action should be forthwith set down for trial in the special list established by ord. 14, r. 8. The master further inserted in the order a clause to the effect that the sole question for trial was "whether the plaintiff is the *bond fide* holder for value." The case came on for trial before Mr. Justice GRANTHAM, when the defendant raised the further defence that the plaintiff was not the holder in due course. The judge refused to try anything beyond the point to which the order for leave to defend sought to restrict the trial, and gave judgment for the plaintiff. The Court of Appeal held that the case must be tried without such restriction. The master appears to have misunderstood the intention of ord. 14, r. 8. That rule gives him power to "give all such directions as to the further conduct of the action as might be given on a summons for directions under order 30." The Court of Appeal were quite clear that, though the master might give directions as to procedure, he had no authority under the rule to restrict the right of the defendant to make such defences as he could. The master, in fact, might direct trial without pleadings and insert the action in the special list for summary trial; but he could not restrict the scope of the trial in any way. This appears to us obviously right, because there is no power under a summons for directions to put such a restriction upon either party, and if such a thing were permitted under order 14 the order for summary trial might involve one party or the other in serious risk of miscarriage of justice.

ON WEDNESDAY the question was raised in the Court of Appeal, in *Re Budgett*, whether the new rule of November, 1893, amending rule 15 of order 58, by reducing the time for appealing from a final judgment from one year to three months, applies to an appeal from a judgment given before the 1st of January, 1894 (the day on which the new rule came into operation), notice of appeal not having been given before that day. In *Re Budgett* the judgment was pronounced on the 24th of July, 1893, and it was perfected on the 24th of August, 1893. One of the defendants applied on Wednesday for leave to appeal, and the court (LINDLEY and DAVEY, L.J.J.) held that the new rule did not apply to such a case, and that the defendant was entitled to the year prescribed by the old rule. Leave to appeal was, therefore, unnecessary, as a notice of appeal now given would be in time. This decision seems to be strictly in accordance with the principle that, in the absence of express provision, statutes have not a retrospective operation, though the rules of November, 1893, do not contain any express reservation of existing rights.

THE JUDGES' RESOLUTIONS.

IN discussing the judges' resolutions, which will be found in another column, we confess to some feeling of perplexity as to their precise operative effect. We can hardly doubt that they are intended to have a more binding influence than that which is usually attributed to resolutions, because they are signed by all the judges of the Queen's Bench Division except the Lord Chief Justice, Mr. Justice HAWKINS, and Mr. Justice DAY; and, moreover, the last resolution provides that they shall "come into operation on the 15th of June next." If there were no existing regulations in force dealing with the same subject, there would be no difficulty in assuming that these resolutions were, in fact, a series of operative provisions issued with the authority of the judges of the Queen's Bench Division. But, as a matter of fact, a series of regulations was published, under proper authority, some five or six years ago, covering the most important part of the ground traversed by the judges' resolutions. Those regulations are now in force, and they are not cancelled by the resolutions. Indeed, we doubt if they could be so cancelled, because they were issued by the Lord Chief Justice, who, according to ord. 36, r. 29, appears to be the only authority who can either make or cancel regulations dealing with the lists and sittings of the Queen's Bench Division. The regulations now in force will be found at page 699 of the Annual Practice, and until they are superseded by proper authority they must presumably remain in force. And yet, until they are abrogated, the judges' resolutions can hardly come into operation, for the latter have evidently been drawn by the judges with a copy of the existing regulations lying before them, and, seeing that many of the resolutions are merely the old regulations in varied form, it seems that they are intended to supersede those regulations. We think this point ought to be made clear, so that there should be no confusion in the mind of the legal public as to whether the business of the courts is to be conducted under the regulations or under the resolutions. And, moreover, we should have thought that any regulations dealing with the sessional, weekly, and daily lists ought to be signed by the Lord Chief Justice, or at least bear some intimation that, in his absence, they are issued with his authority. For otherwise the two other judges who have not signed them may decline to be bound by them, and very considerable confusion may be created, seeing that it rests to a large extent with the judges themselves to carry out the provisions contained in them.

There is one admirable provision in the resolutions which we will deal with first, because, in our opinion, it is of great importance. We refer to No. 14, which provides for the constitution of a commercial court, consisting of judges to be chosen by the judges of the Queen's Bench Division. We ourselves have on several occasions urged this course on the authorities. Even if commercial cases have almost gone from our courts, they have not quite gone, and we have no manner of doubt that one of the reasons they have so diminished in numbers is because there was no commercial court to which the trading community could go as a matter of right, and which would command their respect. The creation of such a court appears to us a necessary consequence of the addition of order 18A to the Rules of the Supreme Court. That order provides machinery for rapid determination of an action without pleadings. It offers to commercial men the right to have their claim heard and determined in the High Court with as much ease, economy, and expedition as they could secure by going before an arbitrator. The judges now add to their offer the right to come to a commercial court. We can only advise our readers to do what in them lies to spread among commercial men the knowledge that these advantages are open to them in the High Court. One word as to the entry of actions to be heard in the commercial court. The entry of actions in this list ought to be most carefully watched. No one ought to be allowed to go to the court unless his case is really a commercial one. Otherwise it may well happen that the existence of this court with its selected judges will be made use of to secure the hearing by one of those judges of actions which are not commercial cases at all. On the other hand, some workable machinery ought to be provided to enable either party to a commercial action to insure as a matter of right its being heard by

the commercial court, and there ought to be no expense or delay attaching to the operation.

When we turn to the general resolutions dealing with the cause lists and sittings papers we find that they embody an honest endeavour to improve the supply of courts for hearing cases in London. And, moreover, the provisions as to details will, if they are workable, improve the means of information open to the public as to what courts are going to sit in the near future. One great defect of the present arrangements is that barristers and solicitors are kept in more uncertainty as to when their causes will come into the daily paper than ought to be the case, even making all allowances for the undoubted complications which attach to the duty of providing for the work. No one knows, except from day to day, how the judges intend to utilize their available strength; so no one can judge for himself when his case at *Nisi Prius*, or his opposed motion, or county court appeal is likely to be reached. To meet this difficulty the judges have resolved that it is of the "utmost importance" that there shall be at least three courts of *Nisi Prius* sitting continuously throughout the legal year, one for special jury causes, one for common jury causes, and one for causes without jury—and that "all other judicial business should be considered as secondary to this." Subject to that primary necessity there is also to be one court *in banc* always sitting, and it is to divide its time equally between the Crown list (which includes county court appeals) and the list on the civil side. If there are two courts *in banc* one will take Crown cases and one civil cases. We need hardly refer to the provision made in case there are three courts *in banc*, for two are quite sufficient for present requirements, and if the Judicature Bill becomes law the provision that on all matters of practice and procedure every appeal from chambers shall be to the Court of Appeal will considerably lighten the paper on the civil side.

If the above arrangements can be carried out, the profession will have something like steady progress to rely upon. The judges, however, do not stop there. They have made one proposal which will be warmly welcomed by the legal public, though we confess to serious misgivings as to its feasibility. Seven days before the commencement of every sittings a sessional list is to be published accounting for every day in the sittings, and showing exactly where every judge is going to sit on that day. We print this sessional list in tabular form elsewhere. It appears to be based on the assumption that it is possible to determine before a sittings begins the relative progress which will be made with the different lists during the entire sittings. When we consider the unknown quantities with which the person who makes that list will have to deal, we confess to considerable doubt whether it can ever be made even approximately correct. Judges, like other people, are liable to illness, causes are always being settled in varying numbers, sittings at assizes frequently break down and the judges return unexpectedly and have to be provided with work, some trials run to inordinate length, and some judges dispose of cases and motions with unexpected rapidity. How is anyone to forecast these events for a whole sittings, so as to say beforehand what every judge will be doing on every day? We should have thought that a monthly plan would be more practicable. Indeed, when we consider that the great desideratum is *reliable* information on which solicitors and barristers can act, and, further, that the publication of future arrangements which are altered afterwards is a disadvantage rather than an advantage, because it causes expense and loss of time, we believe that even a monthly list would be of less practical value to the profession than a list, to be strictly adhered to, published every Friday, giving the courts which will sit throughout the next week, and specifying the nature of the business which each court will take.

The great cause of complaint at present is not that information is withheld. On the contrary, the amount of information given is quite bewildering. What we complain of is that it is not reliable. None of the lists published are reliable except the daily list published overnight. A weekly list of causes is published, but when the week comes it frequently happens that the arrangement of the courts has been changed at the last moment, so that all calculations based upon information as to what courts would sit turn out to be valueless. If this state of affairs exists

when the arrangement of the courts is only made a week ahead, what probability is there that anything like a binding arrangement can be made three months ahead? In resolution 18 the judges try to guard against these sudden alterations of the weekly arrangements by stipulating that two days' notice shall be given of every such alteration. But the legal public have a right to demand that a clear statement should be issued every Friday or Saturday giving the arrangements of court work for the following week, and that, except for some unavoidable cause, such as illness, the published arrangements should be strictly adhered to. However, although we do not believe in the possibility of an accurate scheme of court work being compiled beforehand for a whole term, the thought which prompted the proposal indicates a desire on the part of the judges to move in the right direction in this respect which we cordially welcome.

Turning now to the detailed provisions as to the weekly and daily lists, we find one or two points specially deserving of attention.

Resolution No. 20 provides that the cause lists for each day shall be made up before the midday adjournment of the previous day, and shall be published at two o'clock p.m. We very much doubt the wisdom of this resolution, and we do not see how it can be carried out. A judge starts his day with a list of, let us say, five cases. Under the new plan he will have to say definitely at about half-past twelve o'clock which case he will finish with before he rises. Suppose he says he will not take any case after No. 3. The list is then made up for the next day commencing with No. 4. The parties in No. 4 know that they will be first in the paper next day, subject possibly to a part-heard case. But supposing case No. 1 lasts out the day, what is to become of Nos. 2 and 3? They cannot be put into the paper next day, because it has been published without them. And yet they cannot be made to lose their proper turn. They will, therefore, have to be called on next day without having been put into the list. Instead of the lists being reliable, therefore, they will be unreliable, and barristers, solicitors, parties, and witnesses who are watching the lists daily for their cases will be misled. Of course the lists may in such cases be altered just before they are actually printed, between three and four o'clock. But then in that case the closing of the lists at midday will only be nominal, not real, and will certainly be confusing. Moreover, there is another drawback. A judge may be over-cautious in saying at midday how far he will go, and may frequently find he has nothing to go on with after two o'clock. We shall watch the working of this resolution with considerable interest.

One excellent provision with regard to applications to alter the list in urgent cases will be found at the end of resolution 13, which provides that every application which will affect the next day's list shall be made before noon on the preceding day, "where practicable." We could have wished the words "where practicable" had been omitted. Such an application ought in every case to be made before noon on the preceding day. In the minds of the judges this resolution is probably connected with the one we have just criticized about closing the lists at midday. But though that may be found impracticable, we hope this resolution will be retained in any case. Between luncheon time and four o'clock on any day parties can tell fairly well whether their case will come into the next day's list. They have only to inquire at the Associates' Office if any of the cases immediately before their's have been struck out or withdrawn. This information being obtained, they know fairly well how they stand for the next day, and can make their arrangements accordingly, without waiting for the publication of the printed lists at 5.30 p.m. But if applications to postpone cases are allowed to go on all the afternoon, the next day's list is liable all the afternoon to constant alteration. This is undoubtedly one of the defects of the present system, which causes great inconvenience and unnecessary expense; and the provision of resolution 13 in this respect will give considerable satisfaction. Especially will this be the case when it is generally known that, in resolution 16, the judges have further provided that a fee of 3s. 4d. shall be allowed on taxation for notifying the settlement of a case to the officer in charge of the lists, provided such notification is made before the cause has appeared in the week's list. These two provisions will tend to prevent surprise, in one case by applications to postpone at the eleventh hour; in the other case,

by settlement out of court without any intimation thereof being made to the Associates' Office.

The only other provision which calls for special notice is that which deals with Saturday sittings, which will be found in resolutions 5 and 15. No court is to sit on Saturday for the trial of jury causes, unless to finish a part-heard cause when the judge deems it advisable to do so. Saturday sittings are to be devoted to the short cause list, the special cause list under order 14, causes on further consideration, the business of the Court for Crown Cases Reserved, and registration and bankruptcy appeals. Of the classes of business here enumerated, we need only mention two—viz., short causes and registration appeals.

The provision of resolution 15 as to short causes is a repetition of No. 14 of the regulations already in force, with the difference that whereas the regulation provides that any cause may, by agreement of parties, and on the certificate of the plaintiff's counsel that the case will not occupy more than half an hour, be put into the short cause list, the new resolution requires the certificate of both counsel and extends the time to an hour. The curious point about these short causes is that there never have been any at all. Whether the extension of the time from half an hour to an hour will make any difference remains to be seen. The idea does not appear to take any hold in the Queen's Bench Division.

The relegation of registration appeals to Saturday sittings is a more serious matter. The County Electors Act, 1888, s. 6 (2), amending the Parliamentary Voters' Registration Act, 1843, contains a provision relating to appeals from revising barristers in the following words:—"And forthwith after the fourth day of Michaelmas Sittings a court or courts shall sit for the purpose of hearing such appeals, and those appeals shall be heard and determined continuously and without delay," &c. It is for the judges to decide how far they are complying with this enactment in confining registration appeals to the Saturday paper, which appears to be somewhat overweighted already.

THE NINTH CLAUSE OF THE FINANCE BILL.

THE 9th clause of the Finance Bill is intended to protect the revenue against fraud. It will be effectual for its purpose, but the price that the country will pay for protection will be very high. The clause will not only add largely to the costs of the transfer of land, but it will paralyze the ordinary business of bankers and stockbrokers. No banker will be able safely to honour a cheque without inquiry into the equitable title of the drawer. No person will be able safely to purchase Consols or the stocks, shares, or debentures of railway or other companies without inquiring into the equitable title of the vendor, and it will probably be necessary for the Bank of England, or other body whose duty it is to make the transfer by entry in their books, to make the like inquiry.

The clause provides:

"9. (1) A rateable part of the estate duty on an estate, in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property liable to the duty."

The effect of this clause, coupled with the 5th clause, will be to create a statutory charge for the amount of estate duty becoming payable in respect of settled property on the death of a tenant for life over all the property, of whatever nature, be it land, mortgages, Consols, stocks, shares, debentures, money at a bank, or personal chattels, comprised in the settlement.

For reasons that we have often pointed out, statutory charges are very dangerous to purchasers; they cause great additional expense in the investigation of the title to land, an inconvenience which was recognized by Parliament and partially put a stop to by the Lands Charges Registration and Searches Act, 1888, an Act which was passed as a non-contentious measure with the cordial assent of all political parties.

The clause now under discussion imposes (for the first time we believe) a statutory charge on the legal interest in personal property. The corresponding provisions with respect to succession duty impose the charge for duty on the equitable interest only, the result being that where, under the existing law, a person purchases Consols, stocks, shares or debentures in a

company, he is not bound to investigate the equitable title for the purpose of seeing whether succession duty is payable; it is charged on the equitable interest only, and if the purchaser obtains the legal title, as he does by a transfer made in the usual manner, without notice of the equitable title, he holds the property transferred to him free from the statutory charge. In like manner a banker can always safely honour the cheque of his customer without inquiry whether it is liable to duty unless he has notice that it is charged with duty. But when the clause comes into operation this convenient practice will have to be altered; it will always be necessary for the purchaser to inquire into the equitable title to the stocks, &c., that he purchases, and for a banker to inquire into the equities affecting his customer's account before he honours a cheque.

As a few of our readers may possibly require to be reminded of the law as to charges, we will explain it before proceeding to shew in detail how the clause will work.

If A. has an equitable charge on property of any nature belonging to B., two consequences follow—*first*, by making a proper application to the court, A. can, in most cases, have the property sold and his charge paid out of the purchase-money; *second*, if B. sells the property, A. is entitled to receive a part of the purchase-money sufficient to satisfy his charge, but in most cases a purchaser is safe in paying all his purchase-money to B. unless he has notice of the charge. If the property subject to the charge is a debt due from C. to B., C. can safely pay the entire debt to B. unless he knows of A.'s charge. The result is that, so far as equitable charges are concerned, a purchaser of property of any nature takes it free from a charge of which he has no notice, and a banker (who is really his customer's debtor) can honour his cheque unless he has notice that there is a charge on the money standing to the debtor's account.

Where A. holds a statutory charge on the property of B., the consequences are practically the same as between A. and B., but their effect as regards third parties depends upon whether B.'s interest is legal or equitable. If B.'s interest is legal, a purchaser from him necessarily takes subject to the charge, as that which really belongs to B. is the entire legal interest minus the charge, and that is all that he can convey. If B.'s interest is equitable, he can only convey subject to the charge, but the trustee or other person in whom the legal interest is vested can convey free from the charge to a purchaser for value without notice. In the former case, where B.'s interest is legal, a purchaser from B. takes, subject to the charge, *whether he knows of it or not*, and if B.'s property is a debt owing to him by C., and C. pays the debt to B., he remains liable to the owner of the statutory charge, *though he did not know of its existence*. This property of statutory charges—*viz.*, that when they affect property they prevail over the rights of purchasers or other persons paying money in good faith without knowledge of their existence—renders them extremely dangerous.

We now proceed to the discussion of the statutory charge imposed by the 9th clause. Where trust property consists of Consols, stocks, shares or debentures in companies, or other things transferable by entry in a register, the registration of the names of the trustees is invariably (and in most cases is directed by statute to be) made exactly as if they were absolute owners; under the existing law a purchaser has only to see that the persons selling to him are properly registered, and that the transfer is made and that he is registered with the prescribed formalities; where this is done he becomes the owner, both legal and equitable, of the property transferred, and that free from succession duty if any is payable; unless, indeed, in the cases of very rare occurrence, where he has notice of the trust and that the sale ought not to be made, or that duty is payable. In like manner, if the trust property be a mortgage, it is the practice, as we have already pointed out, to conceal the fact of the money advanced being trust money, so as to enable the trustees to receive the mortgage money and to reconvey or transfer the mortgage as if they were absolute owners. Where trustees open a banking account they sometimes inform the banker that they are trustees, but even in this case the banker is safe in honouring their cheques, on the ground that opening the account may be right and proper in the execution of their duties as trustees; and it is, we believe, extremely rare for bankers to have accurate knowledge as to who are the *cestui que trusts*.

The effect of the 9th clause of the Finance Bill will be to impose a statutory charge on the *legal* interest in all property comprised in a settlement on the death of a *cestui que trust*. Where Consols, shares, or debentures are settled, the legal interest is vested in trustees and the interest of the *cestui que trust* is equitable only. But as the charge on the legal interest is to arise on the death of the tenant for life, whose interest is equitable, it will be necessary for a purchaser of Consols, stocks, shares or debentures of companies to inquire into the equities affecting the property that he has purchased, so as to assure himself that no *cestui que trust* has died, and that no statutory charge for duty has attached, as, if this should be the case, he will pay his purchase-money incorrectly by paying it all to the vendor, whereas part of it ought to be paid to the Crown; in other words, he will not be safe unless he obtains an abstract of title of a nature similar to that now required on the purchase of land, shewing both the legal and the equitable title. This abstract will always have to go back at least to the 1st of June, 1894. It appears, however, from *Re Ford and Hill* (10 Ch. D. 365) to be very doubtful whether he can insist on having such an abstract.

In like manner a banker will not be safe in honouring a cheque without making inquiry whether the money standing to his customer's account is trust money or not, and, if so, whether it is liable to estate duty.

Bearing in mind the effect of a statutory charge, it is by no means clear that the Bank of England will not require, before entering a transfer of Consols, and that a company will not require, before registering a transfer of stock, shares, or debentures, evidence that no estate duty is payable—in other words, whether they will not require an abstract of title.

Where land is settled, and the fact that it is settled appears on the face of the title, no difficulty will occur. But it occasionally happens that land is vested in trustees by an instrument that does not disclose the trust. If this should be the case, and estate duty becomes charged on the land, a purchaser from them will necessarily take subject to the charge, a charge *which he does not know of, and which he has no means of knowing of*. It may be objected that he may inquire whether the land is in fact subject to a settlement, but it has been decided by the Court of Appeal (*Re Ford and Hill*, 10 Ch. D. 365) that the vendor is not bound to answer this question.

All these difficulties may be obviated by providing that—

"(1.) Nothing in this section shall affect a purchaser for value, or a person paying money, without notice of the charge created by this section.

"(2.) Such purchaser or person shall not be prejudicially affected by notice of the charge unless—

"(i.) It is within his own knowledge, or would have come to his knowledge if such inquiries and inspections had been made as ought reasonably to have been made by him; or

"(ii.) In the same transaction with respect to which a question of notice to such purchaser or person arises it has come to the knowledge of his counsel as such, or of his solicitor or other agent as such, or would have come to the knowledge of his solicitor or other agent as such, if such inquiries and inspections had been made as ought reasonably to have been made by the solicitor or other agent.

"(3.) Where the transfer of stocks, funds, shares, debentures, or securities is effected or perfected by entry in a book or register, such entry may be made notwithstanding the charge created by this section."

The first and second of our proposed clauses are for the protection of purchasers and debtors. The second, which is taken, with a verbal modification, from the Conveyancing Act, 1882, is intended to restrain the doctrine of constructive notice within limits that have already been approved of by Parliament, and which have been in force for upwards of thirteen years, and have been found to work admirably. The third of our proposed clauses is for the protection of the body charged with the duty of registering the transfer, but will give no protection to a purchaser with notice of the charge.

Mr. T. J. Brown, solicitor, of 20, King William-street, Strand, writes to us as follows:—"I find under the head of 'Appointments' in the current issue of the SOLICITORS' JOURNAL that I am stated to be vestry clerk and clerk to the School Board for Acton. This is an error on your part. Mr. Walter A. Brown, of 55, Lincoln's-inn-fields, holds the appointments in question."

THE LATE SIR HENRY WATSON PARKER.

Few recent events have caused more general regret among the London members of the profession than the death, on Thursday in last week, of Sir H. W. Parker. The event was almost tragic in its suddenness. On the previous day he was one of the guests at the Mansion House dinner to the judges; and we believe that in the afternoon of the very day of his death he attended a board meeting of the Law Guarantee and Trust Society, of which he was a director. About midnight he died from sudden failure of the heart's action.

Sir Henry, who was the son of Mr. J. G. Parker, of Hull, was born about 1825. He early gravitated to London and served his articles with Messrs. Few & Co., and for some time held the post of managing conveyancing clerk in that well-known firm. He was admitted in 1853, and in or about the year 1857 started practice on his own account in the City, and after practising alone for a short time joined Mr. Robert Ellis, who was then carrying on an old-established mercantile and shipping business. The style of the new firm was Ellis, Parker, & Clarke, who were the predecessors in business of the present firm of Parker, Garrett, & Parker. On the death of Mr. Ellis, some twenty-five years ago, Mr. Parker, as he was then, became the head of the firm, a position which he occupied down to his death. By his energy and ability he considerably increased the connection of the old business, making a speciality of mercantile, shipping, and marine insurance law, in which he obtained a great reputation. In 1884 he was appointed by the Government as a member of the "Royal Commission on loss of life at sea," and served on that commission until their labours were concluded and their final report made in August, 1887.

It is, however, with his work in connection with the profession that we are here mainly concerned, and the value of this work cannot be stated better than in the following observations with which we have been favoured:—

"In 1873 Sir H. W. Parker was elected to the Council of the Incorporated Law Society, of which he remained an active and much respected member to the time of his death. In July, 1886, he was elected president, and in that capacity he presided with distinction at the annual provincial meeting of the society held at York—in his native county—in the autumn of that year.

"Familiar as he was with mercantile law and practice, he shewed in his presidential address delivered at that meeting that he was no less familiar with the history and intricacies of the law of real property, and strongly urged the simplification of it by abolishing its technicalities, and assimilating the law of realty to that of personalty, pointing out that the amendments hitherto made in the law proceeded only upon the 'palliative or remedial system,' 'fashioning and modifying the existing law, which has tenure and estates as its foundation and ground work, but not obliterating the antiquated fiction of feudal law upon which it was founded.' Somewhat in advance of his time, and anticipating the proposals which have now taken shape in the Lord Chancellor's Bill of this year to amend the law of inheritance to real property, he advocated the abolition of primogeniture as a necessary part of the desired assimilation, and as a measure not entailing hardship upon landowners, who would still be free to provide for the succession to their estates in any way they desired.

"Another subject he took up was that of the guardianship and custody of infants, and, while highly approving of the Act of 1886 giving the mother certain rights of guardianship over her children on the death of the father, he contended that deliberate engagements made by a father before marriage with respect to the religion in which the children of a marriage are to be brought up should be held binding by the courts.

"He also protested against the unnecessary amount of officialism which had then been introduced (and which has since developed with rapid strides) more particularly in the earlier stages of a bankruptcy, with the result that in many cases the condition of the debtor's affairs had been seriously prejudiced, and pointed out that 'realization as distinguished from investigation of the debtor's conduct, and the very necessary and salutary provisions of the Bankruptcy Act with respect to audit and supervision, did not appear to come within the scope of official duties as contemplated by the Legislature.'

"In the year 1887, being Jubilee year, the society, instead of holding the usual annual meeting in the provinces, held it in London at the Freemason's Tavern, under the presidency of Sir H. W. Parker, who himself contributed a valuable paper on "The Extension of the Society: Its Functions and Powers," in which he advocated the importance of the society being supported more largely by all the members of the profession, especially those practising in the provinces, and also shadowed forth a scheme for the dealing by the council with cases of malpractice, subject of course to appeal to the court. While, therefore, taking a wide view of many of the subjects which come under the cognizance of solicitors, he was by no means forgetful of their personal interests or of the duties he owed to his profession.

"At the first banquet, which was held in the Central Hall of the Royal Courts, Sir Henry presided, and, as you remarked at the time,

it was universally admitted that nothing could have been better than his pithy and well-turned utterances. They were in every case examples of the right thing said in the right way—appropriate sentiments couched in graceful and terse language.

"For several years Sir Henry was a member of the Examination Committee of the Council, and took an active interest in the education and examination of articled clerks. It was mainly owing to his efforts that, in 1888, the Solicitors Act of that year was passed, under which the custody of the roll was transferred from the Petty Bag Office to the Incorporated Law Society, and the Statutory Discipline Committee—formed exclusively out of members of the council—was created. Under this Act solicitors themselves are now entitled to investigate charges made against members of the profession without publicity—except in cases which in the opinion of the committee involve such a *prima facie* case of misconduct as ought to be brought before the court. It must have been a source of great satisfaction to him to find that the views advocated by him in 1887 were so soon (substantially) realized, while at the same time his efforts for the extension of the society were productive of good fruit in the largely-increased number of members of the society.

"He was an original member of the Discipline Committee appointed by the Master of the Rolls in pursuance of the Act, and largely assisted in laying down the lines of its action and the rules of its procedure.

"On the subjects above referred to, and on many others which came from time to time under the consideration of the council, Sir Henry Parker brought a sound judgment and extensive legal knowledge to bear, while his high character, his never failing courtesy, and his social qualities endeared him to his colleagues.

"In connection with her Majesty's jubilee, and in recognition of Sir Henry's services, a knighthood was bestowed upon him in 1887 by her Majesty, to the great satisfaction of the council and members of the Incorporated Law Society. W. M. W."

LEGISLATION IN PROGRESS.

EXAMINATION OF SOLICITORS.—The Solicitors' Examination Bill has been read a third time in the House of Lords and passed.

LIMITATION OF ACTIONS.—The Limitation of Actions Bill has been read a third time in the House of Lords and passed.

PROCEDURE.—The Supreme Court of Judicature (Procedure) Bill has been read a second time in the House of Commons. The first sub-clause of clause 1, as amended by the House of Lords, now provides that no appeal shall lie (a) from an order allowing an extension of time for appealing from a judgment or order; nor (b) without the leave of the judge, or of the Court of Appeal, from any interlocutory order or interlocutory judgment made or given by a judge, except in the following cases, namely—(1) Where the liberty of the subject or the custody of infants is concerned; (2) cases of granting or refusing an injunction or appointing a receiver; (3) any decision determining the claim of any creditor or the liability of any contributory, or the liability of any director or other officer under the Companies Acts, 1862 to 1890, in respect of misfeasance or otherwise; (4) any decree *nisi* in a matrimonial cause, and any judgment or order in an admiralty action determining liability; (5) any order on a special case stated under the Arbitration Act, 1889; and (6) such other cases, to be prescribed by rules of court, as may, in the opinion of the authority for making such rules, be of the nature of final decisions.

SALE OF ADVOWSONS.—The Church Patronage Bill, introduced by Mr. BARTLEY, provides by clause 1 that, subject to the savings in the Bill mentioned, it shall not be lawful—(a) to sell or offer for sale by public auction any right of patronage; or (b) to charge or incur any right of patronage; and any such sale, charge, or incumbrance shall be void. The Bill consists of eighteen clauses. Upon the Bill coming before the Standing Committee on Law, Mr. CARVELL WILLIAMS proposed an amendment, the object of which was to entirely prohibit the sale of livings. On a division the amendment was carried by 13 to 12. Thereupon Sir M. HICKS-BEACH moved to report progress, in order that the promoters might consider the course which should be taken in view of the decision just arrived at. The motion was agreed to, and the Committee adjourned.

BILLS PASSED INTO LAW.—The Royal Assent was given, on the 1st inst. to the Consolidated Fund (No. 2), the Law Library, Four Courts, Ireland, the County Councils Association (Scotland) Expenses, and the Quarter Sessions Bills, and to a number of provisional order and private Bills.

Lord Coleridge makes very slow progress, but on Thursday he was considered to be improving in strength.

The question of the right of audience in county courts of solicitors' managing clerks (see *ante*, pp. 256, 291) came before a divisional court of the Queen's Bench Division on Wednesday. Judgment was reserved.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY.

ATTENDANCE of members of the Council from the 17th of April, 1893, to the 14th of April, 1894:—

	Council.	Com- mittee.		Council.	Com- mittee.
Mr. Addison ...	26	46	Mr. Morrell...	32	86
" Barker ...	22	18	" Munton ...	33	34
" Bristow ...	27	33	Sir Thos. Paine ...	28	17
* " Broomhead Col- ton-Fox ...	6	1	" H. W. Parker ...	28	19
" Budd ...	17	28	Mr. Pemberton ...	21	2
" Cooper ...	4	1	" Pennington ...	29	138
" Cunliffe ...	28	50	" Rawle ...	26	50
" Ellett ...	13	16	Sir A. K. Rolit, M.P. ...	22	11
" Fladgate ...	12	22	Mr. Roscoe ...	34	57
" Pollett, C.B. ...	11	3	" Saunders ...	13	7
The Rt. Hon. H. H. Fowler, M.P. ...	—	—	" Vassall ...	8	1
Dr. Freshfield ...	—	—	" Walters ...	31	63
Mr. Godden ...	31	74	" Williams ...	30	59
" Gray Hill ...	6	6	" Wing ...	14	21
" Hollams ...	18	3	" Alsop ...	1	1
" Howlett ...	23	18	" Boyd ...	—	—
" Hunter ...	34	106	" Clarke ...	4	—
" Janson ...	15	4	" Cooke ...	5	4
" Keen ...	31	33	" Green ...	12	11
" Lake ...	31	82	" Humfrys ...	9	13
" Lawrence ...	16	3	" Longmore ...	16	7
" Manisty ...	22	35	" Vaughan ...	4	9
" Margetts ...	12	8	" Venning ...	2	—
" Markby ...	21	21	" Woodhouse ...	13	3
" Marshall ...	1	7	" Blandy ...	13	11
" Mills ...	31	60	" Foyster ...	—	2
			" Lewis ...	5	1
			" Osborne ...	1	4

* Died 15th December, 1893.

* Retired in October.

NEW ORDERS, &c.

THE QUEEN'S BENCH DIVISION.

The following resolutions were passed by the judges of the Queen's Bench Division on the 24th of May, 1894:—

1. That it is of the utmost importance, for the purpose of avoiding unnecessary delay and expense in the administration of justice, that there should be at least three Courts of Nisi Prius sitting continuously throughout the legal year—one for special jury causes, one for common jury causes, and one for causes without juries—and that all other judicial business should be considered as secondary to this.

2. That, next in importance to the sittings at Nisi Prius, it is desirable that there should be at least one Court in Banc sitting continuously throughout the legal year; but that, if it should become absolutely necessary either that the sittings of one of the three Courts at Nisi Prius or of the Court in Banc should be suspended for a few days, it is better that the three Courts at Nisi Prius should continue to sit and the sittings of the Court in Banc be suspended.

3. That, when more than five judges are available, there shall be four, five, or more Courts of Nisi Prius, or two or more Courts in Banc, as the business to be disposed of may require.

4. That, when only one court in Banc is sitting, such court shall sit for the first three days of the week on the Crown side and for the last three days on the Civil side; that, when two such courts are sitting, one shall sit on the Crown side and the other on the Civil side: and that, when a third court is sitting, it shall sit for a week at a time on the Crown or Civil side, as the state of the business on either side may require.

5. That no court shall sit on Saturdays for the trial of jury causes, unless to finish a part-heard cause, when the Judge thinks it advisable so to do; but that as far as possible the Short Cause List, the Cause List under Order XIV., causes on further considerations, cases for the Court for the Consideration of Crown Cases Reserved, and Registration and Bankruptcy appeals shall be taken on Saturdays.

6. That the Court for the Consideration of Crown Cases Reserved shall be formed of the Lord Chief Justice and four other Judges to be taken from the Judges assigned to sit in Banc or to try jury causes.

7. That the Court for the hearing of Registration appeals shall be formed of the Lord Chief Justice and two other Judges to be taken in the same way.

8. That causes in the list for trial, if postponed, shall not keep their places in the list unless the Judge shall on special grounds so order, but shall go to the bottom of some week's list.

9. That any cause in any list for trial may be marked urgent or fixed for a day certain on special grounds.

10. That no cause in the week's list shall be ordered to be removed from it by stay or postponement, or have its position in the list altered, except on special grounds; and that any such cause, if postponed, shall be put off to some date beyond the week's list, except on special grounds.

11. That no cause shall be ordered to be interpolated in the week's list, after that list has been made up and transmitted to the printer, except on special grounds.

12. That no cause which is marked as not to be taken before a certain day later than the first working day of a week's list shall be ordered to appear in that week's list, except on special grounds.

13. That any application to postpone or mark urgent a cause not in the week's list shall be made to the Judge in Chambers; and that any application to postpone or mark urgent a cause in the week's list, or to fix a day certain for the trial of any cause, shall be made to the Senior Judge who is sitting at Nisi Prius for the trial of the list in which such cause may stand; but applications which will affect the next day's list shall be made before noon on the preceding day, where practicable.

14. That it is desirable that a list should be made of Commercial Causes to be tried at the Royal Courts of Justice by a Judge alone, or by jurors summoned from the City; and that a Commercial Court should be constituted of Judges to be named by the Judges of the Queen's Bench Division.

15. That any cause may be entered in the Short Cause List, and tried by a Judge without a jury, when the parties agree, and counsel on each side certify that the trial will not in their judgment occupy more than an hour.

16. That when a cause is settled a fee of 3s. 4d. shall be allowed on taxation for notifying such settlement to the officer in charge of the list, provided such notification is given before the cause has appeared in the week's list.

17. That a sessional list in the form in the Appendix shall be published by the officer in charge of the lists at least seven days before the commencement of each sittings.

18. That the arrangements made in the weekly list shall not be altered, except when the change is unavoidable; and that two days' notice of such alteration shall be given in the daily cause list, where practicable.

19. That any change of arrangements which may be found to be necessary shall be made as at present, and with the sanction of the Lord Chief Justice or the senior Judge in town for the time being.

20. That the cause lists for each day shall be made up before the mid-day adjournment of the previous day, and shall be published at two o'clock p.m.

21. That the foregoing Resolutions shall be published forthwith, and shall come into operation on the 15th day of June next.

C. E. POLLOCK,
J. C. MATHEW,
LEWIS CAVE,
ALFRED WILLS,
WM. GRANTHAM,
ARTHUR CHARLES,
R. VAUGHAN WILLIAMS,
J. C. LAWRENCE,
R. S. WRIGHT,
R. HENN COLLINS,
GAINSFORD BRUCE,
W. R. KENNEDY.

APPENDIX.

HILARY SITTINGS.

	Lord Chief Justice.	Pollock, B.	Hawkins, J.	Mathew, J.	Cave, J.	Day, J.	Wills, J.	Grantham J.
1894. Jan 11	Banc	Nisi Prius	Nisi Prius	Banc	S.E. Circuit	Banc	Western Circuit	At Chambers
" 30	Oxford Circuit	"	Midland Circuit	"	"	"	"	"
Feb 6	"	"	"	"	"	"	"	Gen. Crim. Court
" 7	"	"	"	"	"	"	"	"
" 13	"	"	"	"	"	Northern Circuit	"	At Chambers
" 14	"	"	"	"	"	"	"	"
" 17	"	"	"	"	"	"	Banc	"
" 20	"	"	"	"	"	"	"	"
" 21	"	"	"	"	"	"	"	"
Mar 7	"	Midland Circuit	Nisi Prius	"	Banc	"	"	"
" 8	"	"	"	Oxford & Midland Circuit	"	"	"	"
" 14	Banc	"	"	"	"	"	"	"

	Charles, J.	Williams, J.	Lawrence, J.	Wright, J.	Collins, J.	Bruce, J.	Kennedy, J.
1894.							
Jan 11	Nisi Prius	Western Circuit	Nisi Prius	Chancery & Company Causes. (Banco)	Nisi Prius	N.W. Circuit	S.W. Circuit
" 30	"	"	"	"	"	"	"
Feb 6	"	"	"	"	"	"	"
" 7	"	"	"	"	At Chambers	"	"
" 13	"	"	"	"	Nisi Prius	Nisi Prius	Nisi Prius
" 14	"	Bankruptcy & Company work	N.E. Circuit	Banc	N.E. Circuit	"	"
" 17	"	"	"	"	"	"	"
" 20	Northern Circuit	"	"	"	"	"	"
" 21	"	"	"	"	"	"	"
Mar 7	"	"	"	"	"	"	"
" 8	"	"	"	"	"	"	"
" 14	"	"	"	"	"	"	"

REVIEWS.

BOOKS RECEIVED.

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law. Assisted by other Members of the Bar. With American Notes by IRVING BROWNE. Vol. I.: Abandonment—Action. Stevens & Sons (Limited).

A Set of Test Questions on Various Text-Books. Embracing all the Subjects at the Solicitors' Final Examination. Intended chiefly for the Use of Articled Clerks. By JOHN INDERMAUR, Solicitor, and CHARLES THWAITES, Solicitor. Geo. Barber, "Law Students' Journal" Office.

The Law of Trade-Marks, Trade Name, and Merchandise Marks. With Chapters on Trade Secret and Trade Libel, and a Full Collection of Statutes, Rules, Forms, and Precedents. By D. M. KERLY, M.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

PARISH COUNCILS.

* * In our review last week of the work by Mr. George Humphreys on the Law relating to Parish Councils (Stevens & Sons) the reviewer remarked on the "comparative largeness of its price." He meant, of course, as compared with the smaller manuals he had noticed; but it has been pointed out to us, with justice, that, considering the size and get up of the book, the price (7s. 6d.) is exceedingly low.

CORRESPONDENCE.

SOLICITORS' ROBES.

[To the Editor of the Solicitors' Journal.]

Sir,—I am glad to see this question under discussion. Referring to "J. S. K.'s" letter in your valued journal of the 2nd inst., I shall be obliged if "J. S. K." will communicate with me through you, with a view to taking some action to secure, if possible, some uniformity in this matter of robing.

In the county courts in the country robing is, I am pleased to observe, becoming more general; but in London (with the exception of, I think, one court besides the City of London Court) I have never seen the solicitors robed. It appears to me that it is even more desirable to robe in London courts than in the country, in order that the solicitors who are advocates may, as they ought to be, at once distinguishable from the crowd of agents, accountants, collectors, clerks, and others referred to by "J. S. K." Generally in the country courts these unqualified persons are personally known to the ushers, and can be kept from overcrowding the places which ought to be reserved to the advocates, even where the latter do not robe; but in London this is very difficult, if not impossible, and the great inconvenience which solicitors experience in the courts is the result.

It is to be hoped that the metropolitan county court judges will follow the example of Mr. Commissioner Kerr. I think the majority of the solicitors appearing before them would be only too glad to comply with any regulations they might choose to make upon the matter. I shall be very glad to join in some movement with a view to bringing the question before the metropolitan county court judges themselves.

One solicitor to whom I have mentioned the matter strongly objects to wear robes at any time, upon the ground that the ushers in the High Court, and in some of the inferior courts, are provided with

similar gowns, and perhaps there is something in his objection. But those solicitors whose opinions agree with my friend's should remember that if they choose to simply wear a gown they have only themselves to blame if they exactly resemble the court ushers. A solicitor is not properly robed if he does not wear the legal white bands as well as his gown. I have never seen an usher wearing bands, although they do affect a white tie or bow. If a solicitor will wear the proper robes, he need not fear being mistaken for an usher.

The question of expense seems hardly worth considering, it is so trifling. Almost any university robe maker will supply a thoroughly good-looking, well-made, gown, which would last an ordinary lifetime, for £1 5s. (or less than half the price generally charged by London firms). The bands seems to me to be relatively the most expensive item, about 2s. each being charged for them, and one could hardly do with less than six pairs. I am informed by a lady friend that a good profit might be made by selling them at 9d.

I notice in the paragraph in the *Globe* of the 29th of May (referred to by "J. S. K.") the writer of the paragraph (a barrister I believe) speaks of wearing robes in the police courts. I never remember seeing a solicitor in a police court robed, and I think barristers do not always appear in all their glory in police courts, at least, I have seldom, if ever, seen them.

W. G. W.

Strand, London, W.C.

A COUNTY COURT GRIEVANCE.

[To the Editor of the Solicitors' Journal.]

Sir,—The following case, I think, constitutes a grievance, and shows that county court procedure is more favourable to the small debtor than to the small creditor.

A servant of mine, being unable to obtain repayment of a small sum which had been borrowed from her, sued the borrower in a London county court. The summons was taken out on the 12th of April, returnable on the 22nd of May. On the 8th of May she received a notice from the court stating that the summons had been served at the defendant's address on a woman who declared to the officer that she would not show it to the defendant, and that therefore the plaintiff must be prepared to give evidence that the summons had reached the defendant. On the 1st of May the summons had been left with the plaintiff by the woman (the defendant's aunt, with whom he resided). On the 9th of May the plaintiff, after she had received the notice from the county court, posted the summons to the defendant at the address he had given. The letter was never returned, and therefore, *prima facie*, must be presumed to have reached the person to whom it was addressed. On the 22nd of May the plaintiff appeared at the county court and stated what she had done. The registrar, however, told her that as the defendant did not appear and there was no proof of service, she must come again on the 7th of June and be prepared to prove that the defendant had received the summons.

This procedure appears to be faulty in three respects: (1) The officer should not have left the summons with a person who declared she would not give it to the defendant. (2) The posting of the summons by the plaintiff and its non-return is *prima facie* proof that the defendant received it. (3) It is unreasonable that the plaintiff should be required to give further proof of the service of a summons which is no longer in her possession.

As by the County Court Rules, 1893, the decision of the county court judge is final as to what constitutes "sufficient service," there is no remedy. Perhaps, however, the statement of this case in the columns of the SOLICITORS' JOURNAL may lead to judicial notice being taken of the grievance, and so benefit the numerous suitors whose claims are too small to enable them to bear the cost of legal assistance.

S. H.

The Temple, June 1.

On Wednesday at the Bury St. Edmunds Assizes, before Mr. Justice Day, Frank Furner Hill, solicitor, was indicted for unlawfully and fraudulently converting to his own use £150 of which he was bailie, the property of Elizabeth Driver, at Ipswich, on the 8th of April, 1893, and was further indicted for fraudulently converting to his own use £200, the property of George Driver, at Ipswich, on the 18th of December, 1893. The jury returned a verdict of guilty, and the learned judge, saying that it was an exceedingly bad case, sentenced the prisoner to five years' penal servitude.

The funeral of the late Sir Henry Watson Parker took place on Tuesday. The cortege consisted of an open car, followed by six mourning carriages and a number of private carriages, including those of Sir Thomas Paine and Sir Donald and Lady Macfarlane. The chief portion of the service was at St. Dominic's Priory Church, Haverstock-hill, where there was a very large congregation. Amongst those present were Lady Parker, Mr. E. W. Williamson, the secretary of the Incorporated Law Society, and Mr. Bucknill, the under-secretary. The interment took place at St. Mary's Catholic Cemetery, Kensal-green, the Rev. Father Plus Cavanagh officiating.

CASES OF THE WEEK.

Court of Appeal.

BUDGETT v BUDGETT—No. 2, 6th June.

PRACTICE—TIME FOR APPEALING—R. S. C., 1883, LVIII., 15—R. S. C., 1893, 27.

Judgment in an action was pronounced on the 24th of July, 1893, and was passed and entered on the 24th of August, 1893. On the 2nd of June, 1894, the defendant gave notice of motion for special leave to appeal therefrom, notwithstanding that the time limited for such appeal might or might not have expired. R. S. C., 1883, ord. 58, r. 15, provides that no appeal to the Court of Appeal from any order in any matter not being an action shall, except by special leave, be brought after twenty-one days, and no other appeal, except by such leave, after the expiration of one year. R. S. C., November, 1893, r. 27, substitutes "fourteen" days for "twenty-one" and "three months" for "one year." It was contended against the motion that rule 27 applied to judgments pronounced prior to the 1st of January, 1894, the date of the coming into operation of the rules of November, 1893, as well as to those pronounced after that date, and that as the three months had long expired no leave ought to be granted.

THE COURT (LINDLEY AND DAVEY, L.JJ.) held that the new rule 27 did not apply to this judgment, as it was pronounced before the rules of November, 1893, came into operation, and that, therefore, the time for appealing had not expired, but, on the merits of the case, dismissed the motion.—COUNSEL, *Ingle Joyce, Chatter, Bunting*. SOLICITORS, *Ingle, Cooper, & Holmes*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

High Court—Chancery Division.

Re BUDGETT, COOPER v. ADAMS—Chitty, J., 30th and 31st May.

PARTNERSHIP—BANKRUPTCY—JOINT LIABILITY—NO JOINT ESTATE—PROOF AGAINST SEPARATE ESTATE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 40 (3).

The partnership firm of A. & B. incurred a debt to Adams. A new firm of A., B., & C. was subsequently constituted, which took over the old firm's liabilities, but Adams was no party to this, and remained a creditor of the old firm only. In 1892 the property of the new firm was assigned to a trustee for creditors to be distributed in the same way as if the new firm were bankrupt. Adams was admitted to prove, but, there being no joint estate of the old firm, the question arose whether he could prove against the separate estates of A. and B. in competition with their separate creditors. Under the practice before 1883, dating back to Lord Loughborough's Order of 1794, which was practically repealed with statutory force by rule 76 of the Bankruptcy Rules of 1870, the decisions had settled a well-recognized exception to the general rule as to the administration of joint and separate estates, and allowed a joint creditor to prove in competition with separate creditors where the firm was bankrupt and there was no joint estate. The trustee of the creditors' deed, however, contended that section 40 of the Bankruptcy Act, 1883, though practically repeating Lord Loughborough's Order, must be construed without reference to previous decisions or legislation. It provided that "in the case of partners the joint estate shall be applicable in the first instance in payment of their joint debts, and the separate estate of each partner shall be applicable in the first instance in payment of his separate debts," &c., and no exception was made. The old exceptions could not be regrafted on to the new statute, which regulated the present practice.

CHITTY, J., said the question really was whether, seeing that the language of the Legislature in section 40 was practically the same as that of Lord Loughborough's Order, the court ought not to interpret the section in the same way as the order. It appeared to his lordship to be a reasonable and right conclusion to say that the framers of the Statutory Rules of 1870 did not, in placing among them a rule to the same effect as Lord Loughborough's Order, intend to alter the construction of the order or the law on the subject, but rather to embody it as it stood. Therefore, when the Legislature in 1883 for the first time put the substance of the order on the Statute Book, it seemed reasonable to infer that it intended the law to stand in the same way that it stood previously to the passing of the Act. The observations of Lord Herschell in the *Vagliano* case (1891, A. C. 107, 144), to the effect that where there was an Act, such as the Bills of Exchange Act, 1882, codifying the law, the proper rule of interpretation was to read the Act and to interpret its provisions without reference to previous decisions or to previous legislation, laid down a *prima facie* rule which did not apply to an Act to amend and to consolidate the law such as the Bankruptcy Act, 1883. It was therefore legitimate in the interpretation of the sections of this amending and consolidating Act to refer to the previous state of the law for the purpose of ascertaining the intention of the Legislature. There was a course of authority upon the subject previous to the Act of 1883 which recognized the exception contended for, and there was one decision since the Act of 1883 on the point—viz., *Re Carpenter* (7 Morrell's Bankruptcy Reports, 270) (Cave, J.). One partner there had not been made bankrupt, but he signed a declaration of insolvency and the official receiver was satisfied that he could pay nothing. Cave, J., thereupon treated the case on the footing that he had been made a bankrupt, and decided that the joint creditor was entitled to rank for dividends against the separate estate of the actual bankrupt in competition with the separate creditors. It had

been properly observed that the case had not been elaborately argued before Cave, J., nor did he himself deal elaborately with the question, but he had section 40 before him, and made the order. This was a decision in point, and one which his lordship ought to follow unless he could find plain reasons for thinking it wrong. So far from that, after hearing the excellent argument on both sides, his lordship thought the decision right, and followed it.—COUNSEL, *Frederic Thompson; C. E. E. Jenkins*. SOLICITORS, *Simpson & Cullingford; Ingle, Cooper, & Holmes*.

[Reported by G. ROWLAND ALTON, Barrister-at-Law.]

Re CHRISTY'S SETTLED ESTATES—North, J., 2nd June.

SETTLED ESTATE—WILL—PETITION—PARTIES TO APPLY—LAYING OUT OF SETTLED ESTATE FOR BUILDING PURPOSES—COSTS—SETTLED ESTATES ACT, 1877 (40 & 41 VICT. c. 18), ss. 18, 20, 21, 23.

This was a petition on the part of the trustees of the will of Stephen Christy, under the Settled Estates Act, 1877, to sell the testator's settled estates in consideration of the grant of perpetual ground-rents, and to lay out the same for building purposes, and also to make roads and sewers. An application had formerly been made to the court by the same petitioners on an originating summons. North, J., on the 28th of November, 1892, refused to make any order on the summons, but allowed it to stand over to come on with a petition. The testator in his will, dated the 11th of August, 1888, had devised and bequeathed his residuary real and personal estate to his trustees upon trust to sell and convert the same or to retain the same unconverted, and had also given them full powers to manage and cultivate, or let the same until sold. There was evidence that the most profitable way of dealing with the estate was to deal with it as the trustees suggested; but that it would probably be necessary to spend money in making sewers, &c. It was argued on behalf of the trustees that they were the proper persons to apply to the court under section 23 of the Settled Estates Act. Section 23 and *Vine v. Raleigh* (24 Ch. D. 238) was relied on. As to the proposed improvements, section 18 of the Act and *Re Hargreave's Settled Estates* (15 W. R. 54) were cited.

NORTH, J., held that under the circumstances, and subject to a certain difference as to the payment of costs, he could make the order as asked in the petition. At the same time, his lordship did not feel quite satisfied that a definite scheme should not have been presented. The trustees might pay the costs out of any moneys in their hands representing real estate.—COUNSEL, *S. Dickinson; E. Ford*. SOLICITORS, *Murray, Hutchins, Stirling, & Murray*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

DUKE v. CLARKE—North, J., 1st June.

PRACTICE—CHANCERY COURT OF DUCHY OF LANCASTER—ORDER OF COURT OF THE DUCHY MADE ORDER OF HIGH COURT—EX PARTE APPLICATION—COSTS—13 & 14 VICT. c. 43, s. 15.

This was an *ex parte* application, under 13 & 14 Vict. c. 43, s. 15, to make an order of the Lancaster Palatine Court an order of the Chancery Division of the High Court. The applicant was a defendant in an action in the Palatine Court, in which judgment with costs had been given in his favour. The plaintiff, who had failed to pay the taxed costs, did not reside or possess any property on which execution could issue within the bailiwick of the sheriff of the county of Lancaster. It was, therefore, necessary to make the order of the Palatine Court an order of the High Court. According to the Act, application must be made "upon the production of a transcript of the order" of the Palatine Court under the signature of the registrar. Counsel for the applicant, however, produced the original order of the Palatine Court.

NORTH, J., held that the words of the Act must be strictly followed, and made the order subject to the production of the transcript.—COUNSEL, *Rawlins*. SOLICITORS, *Brownlow & Howe, for Richard Brown & Co., Stockport*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re LEVY AND DEBENTURE CORPORATION'S CONTRACT—North, J., 6th June.

VENDOR AND PURCHASER—CONVICT TRUSTEE—33 & 34 VICT. c. 23.

This was a summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), to determine whether a transfer of a mortgage executed by Henry Granville Wright, a convict, an administrator of whose property had been appointed under the Forfeiture Act (33 & 34 Vict. c. 23), one of two trustees in whom the mortgage was vested, was effectual to pass the property. For the purchaser it was contended that 33 & 34 Vict. c. 23, s. 8, incapacitated Wright to convey the mortgaged property, and that an alteration of the law had been effected by section 48 of the Trustee Act, 1893 (56 & 57 Vict. c. 53). For the vendor it was submitted that the Trustee Act, 1893, had not made any change in the law, which had remained the same ever since 4 & 5 Will. 4, c. 23, was passed to remedy the inconvenience of the then existing law; *R. v. Bridger* (1 M. & W. 145); *Coke*, 3 Inst., p. 75; and *Hale, Pleas of the Crown*, p. 703, were referred to.

NORTH, J., said: The question is whether Wright and Lewis had power to convey, in May, 1893, what was conveyed to them on the 4th of March, 1892, Wright having become a felon in the meantime. In my opinion the conveyance was good. Before 4 & 5 Will. 4, c. 23 the inconveniences recited in the preamble to that statute were felt. The matter was then dealt with by the Trustee Act, 1850, s. 46, and the Trustee Extension Act, 1852, s. 8, which looks as if the author of that Act thought that a convict was under some disability. But under section 1 of the Trustee Extension Act, 1852, it has been held that "as if free from disability" applies to a person under no disability at all. Section 48 of the Trustee

Act, 1893, repeals those Acts, but follows out the lines of the old Acts. It is said, however, that the Forfeiture Act of 1870 applies, and that the property is vested in the convict's administrator. In my opinion, if it had been intended to change the well-established practice the Act would have expressly said so. Other persons who might be trustees of the same property would not have been ignored if the Act had been intended to relate to them. Moreover, by other sections of the Act absolute power is given to the administrator to convey or mortgage. It is simply outrageous to suppose that the Legislature authorized the administrator to pay the costs of the prosecution, to make allowances for the support of the convict's family, and to make good amounts of which people have been defrauded by the convict, out of property of which the convict was a trustee. I must read the Act as a rational Act, and not as one providing for the maintenance of the convict out of the trust estate.—COUNSEL, *S. Hall, Q.C., and Greenwood; Swinfen Eady, Q.C., and Whinney.* SOLICITORS, *Finch & Turner; Sprent & Bullivant.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re PETTITT, FLAXMAN v. PETTITT—North, J., 5th June.

WILL—"FURNITURE AND EFFECTS"—LITERARY NOTES.

This was an adjourned summons to determine, *inter alia*, the following questions:—Henry Pettitt, by his will, dated the 27th of March, 1892, gave and bequeathed to E. A. Fernyhough "any house belonging to me in which he shall be residing at the time of my decease, together with the household furniture and effects therein of every description, for her own use." The testator died in December, 1893. Mrs. Fernyhough was at the date of his death residing in Brook House, in which there was at that time a carriage, some clothes of the testator, the written out plot of a play which the testator purposed writing, and some notes as to plots and scenes. It was submitted on behalf of Mrs. Fernyhough that the words of the bequest included the carriage, clothes, and literary notes. In support of the opposite contention *Cole v. Fitzgerald* (1 Sim. & St. 189, 3 Russ. 301) was cited.

NORTH, J., said that he would follow *Cole v. Fitzgerald*, and held that the carriage in the stable, the testator's clothes, the plot of the play, and the notes as to the plots and scenes were not included in the bequest to Mrs. Fernyhough.

The testator's will also contained the following clause:—"I direct that all payments of legacies, annuities, or other under this my will shall be free of duty to the persons receiving the same." Three-fifths of the residue was given to Mrs. Pettitt and her children, and two-fifths to Mrs. Fernyhough and her children. On behalf of Mrs. Pettitt it was submitted that each share of residue must bear its own duty, and *Ward v. Grey* (26 Beav. 485), and *Re Bloom, Laybourn v. Groves-Wright* (1894, 1 Ch. 303), were cited.

NORTH, J., said some meaning must be given to the words "or other," and that he must follow *Re Johnston, Cockerell v. Earl of Essex* (32 W. R. 634, 26 Ch. D. 538) and direct duty to be paid out of the estate before it was divided.—COUNSEL, *Everitt, Q.C., Mitchell, Swinfen Eady, Q.C., P. H. Meyrick, Duka, Eve, Ashton Cross, Eustace Smith, Cababe.* SOLICITORS, *Bolton & Mote; H. M. Pike; A. Price; F. Thairhall.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

J. v. S.—Stirling, J., 1st June.

PARTNERSHIP—ACTION FOR DISSOLUTION—PARTNER OF UNSOUND MIND—INTERIM INJUNCTION.

This was an action by a partner against his co-partner in which the plaintiff alleged that the defendant was permanently of unsound mind and claimed dissolution of the partnership. The action came on for hearing about three weeks ago, when his lordship was satisfied on the evidence then before him that the defendant was of unsound mind, but being of opinion that the defendant was not permanently insane and that there was some hope of his recovery, directed the action to stand over until after the Long Vacation. In the meantime it appeared that the defendant, who was under medical care and also under a certain amount of restraint, had attempted to assert his rights as a partner by drawing cheques upon the partnership banking account and by going to the office of the firm and claiming to take a part in the carrying on of the business in a manner which was injurious to the firm. The plaintiff, on the 29th of May last, applied by motion for an interim injunction to restrain the defendant from dealing with the partnership assets and from issuing bills or notes or drawing cheques in the name of the firm or from coming to or remaining on the business premises, or from in any way interfering with the partnership business. It was in evidence that the defendant's medical attendant on the 28th of May last, had, in answer to an inquiry of the plaintiff, stated that the defendant was not in a fit state to be at large. The injunction was granted in the terms of the motion, and the plaintiff now asked for an order continuing the injunction until judgment in the action or further order. In support of the plaintiff's application reliance was placed upon a statement of Lord Hatherley in *Awon*. (2 K. & J. 441), to the effect that he would have granted an injunction against the defendant in that case if he had been of opinion that such defendant was of unsound mind. The cases of *Re B.* (40 W. R. 369; 1892, 1 Ch. 459), and *Robinson v. Galland* (33 SOLICITORS' JOURNAL, 490, 5 Times L. R. 504), were also referred to. On behalf of the defendant's guardian *ad litem* it was contended that the court would not grant an injunction against a person of unsound mind, inasmuch as there would be no means of enforcing it, and, further, that the point had not been argued or decided in the case before Lord Hatherley, and, therefore, that case was not an authority in the plaintiff's favour.

STIRLING, J., said the case was somewhat peculiar. From the evidence before him he was entitled to infer that the defendant's condition had not

improved since the time when the action came on for hearing, and he therefore came to the conclusion that the defendant was still of unsound mind. The question was whether under such circumstances the court could grant an injunction against the defendant. It was not absolutely certain that a dissolution of partnership would be granted. The question therefore came to this, Would the court interfere to restrain a partner from acting in such a way as to injure the partnership business if he were of unsound mind? A person of unsound mind could be sued and judgment might be recovered and an order made against him. Why, then, during the pendency of an action for dissolution should not an order be made against such a person in order to prevent him from so acting as to injure the partnership business? On general principles the court ought to interfere. There was very little authority on the point, but such as there was—viz., an expression of opinion by Lord Hatherley, which was in favour of the plaintiff's contention—was deserving of the greatest respect. It was suggested that if an injunction were granted the court would not be able to enforce it. There might be a difficulty in doing so, but it was not necessary to go into that matter at present, because there were cases in which a remedy had been found. His lordship was not persuaded that if the injunction were granted it would be ineffectual, for the interim injunction had apparently already led to the useful result that the defendant was placed under better restraint. The injunction would therefore be continued until judgment in the action or until further order.—COUNSEL, *Graham Hastings, Q.C., and Robertson Macdonald; Ribton.* SOLICITORS, *C. W. Inman; Piesse & Son.*

[Reported by W. B. GODDARD, Barrister-at-Law.]

Re THE LEICESTER MORTGAGE CO. (LIM.)—Stirling, J., 2nd June.

COMPANY—REDUCTION OF CAPITAL—EVIDENCE OF RESOLUTIONS OF COMPANY—COMPANIES ACTS, 1862 (25 & 26 VICT. c. 89), s. 67; 1867 (30 & 31 VICT. c. 131), s. 11; 1877 (40 & 41 VICT. c. 26), s. 4.

This was a petition by the above-named company for the confirmation by the court of a resolution passed by the company for the reduction of its capital under the Companies Acts, 1867 and 1877. The evidence of the passing of the resolution consisted of a statement made by the chairman of the company in his affidavit in support of the petition, and of a minute in the company's minute book of the meeting at which the resolution was passed. The registrar (Mr. Lavie) informed his lordship that North, J., had held that in order to prove the passing of a resolution by a company it was necessary to prove the sending of the notices convening the meeting. Counsel for the petition referred to section 67 of the Companies Act, 1862, and submitted that the production of the minute was sufficient.

STIRLING, J., thought that such evidence was sufficient under the Act.—COUNSEL, *Graham Hastings, Q.C., and Alexander Young.* SOLICITORS, *Metcalf & Sharp, for Struttin & Ayson, Leicester.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Queen's Bench Division.

HOLLAND v. LESLIE—31st May.

PRACTICE—AMENDMENT—NOTICE IN LIEU OF WRIT SERVED OUT OF JURISDICTION—APPLICABILITY OF R. S. C. XXVIII.—SUBSTITUTION OF CAUSE OF ACTION—AFFIDAVIT.

Appeal from a decision of Lawrence, J., at chambers, giving the plaintiff leave to amend his writ by substituting a different cause of action. The defendant was an American subject. Notice of the writ, which was issued for service out of the jurisdiction, was served out of the jurisdiction. The writ was originally indorsed with a claim upon a bill of exchange and a further claim for goods sold and delivered, and bore date the 14th of July, 1893. It was subsequently ascertained that by mistake the claim indorsed on the writ had been made in respect of a bill which had been met instead of one which remained unpaid. An application to amend as above was then made by the plaintiff, and it was admitted on the present hearing that all the facts necessary to entitle the plaintiff to amend his writ could have been put upon affidavit at chambers. It was, however, objected by counsel for the defendant (1) that the learned judge had no jurisdiction to make an amendment at all, and (2) that at all events he could not do so unless the necessary facts were proved by affidavit. On the first objection it was contended that the substitution of a fresh cause of action on a writ issued for service out of the jurisdiction, or where notice in lieu of service is to be given out of the jurisdiction, could not be made by amendment under order 28, which did not apply. The application for such an amendment was in effect an application for leave to commence a new action, and the same formalities ought to be observed as to service—as if there were a fresh writ. Ord. 2, r. 4, shewed the strictness which was requisite when writs were allowed to be served out of the jurisdiction, and the effect of the procedure adopted in the present case would be that a plaintiff might issue on leave a writ for service out of the jurisdiction for some small breach of contract, and then amend by adding a cause of action in tort for which leave could not originally have been given. He referred to *Diamond v. Sutton* (14 W. R. 374, L. R. 1 Ex. 130), *Roberts v. Worsley* (2 Cox, 289), *The Cassiopeia* (37 W. R. 703, 4 P. D., at p. 190), *Re Hawley, Nuttall v. Whitaker* (35 SOLICITORS' JOURNAL, 364; 39 W. R. 604; 1891, 2 Ch. D. 121). On the second point the amendment must have been supported by an affidavit showing sufficient facts. It was argued by counsel for the plaintiff that none of the cases cited applied, that the case was provided for by order 28, and that, if the judge was satisfied that the

conditions which were applicable to granting leave in respect of the original cause of action were satisfied, he had jurisdiction to make the amendment; and as to the second ground, that the point was not raised at chambers.

THE COURT (CAVE and COLLINS, JJ.) dismissed the appeal.

CAVE, J., in giving judgment, said that, as to the first of the appellant's contentions, the result of holding that order 28 did not apply to such an action would be so serious that it would require the strongest demonstration that it was not applicable to induce the court so to hold. The appellant had quite failed on that point, and he was of opinion that the provision of order 28 applied to this case. None of the cases went the length required by the appellant, and if the judge was satisfied that the requirements of the case in regard to the original writ were complied with, that was sufficient, and he had jurisdiction to make the amendment. On the second point, that the facts were not verified by affidavit, it was beyond doubt that if one party at chambers raised the objection, he was entitled to have the facts put upon affidavit, but it frequently happened that parties agreed to accept the statement of them when the affidavit was dispensed with. But in the present case it was not clear that the point had been taken at chambers, and the result was that this appeal must be dismissed.

COLLINS, J., concurred.—COUNSEL, T. Watt; Lewis Thomas. SOLICITORS, Webster & Webster; W. H. Herbert.

[Reported by J. P. MELLOR, Barrister-at-Law.]

FREEMAN v. GENERAL PUBLISHING CO. (LIM.).—1st June.

PRACTICE—COSTS—STAY OF PROCEEDINGS—ACTION AGAINST COMPANY IN VOLUNTARY LIQUIDATION—APPLICATION AT CHAMBERS—JURISDICTION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 85, 138—JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44), s. 5.

A question arose in this case as to the power, on an application to stay proceedings in an action against a company in voluntary liquidation, to order the plaintiff to pay the costs of the application. The action was brought against the defendant company upon two bills of exchange and for money lent, the plaintiff being aware that the company was in course of voluntary liquidation. On the day of the issue of the writ the solicitors to the liquidator wrote to the plaintiff admitting the claim, and saying that the plaintiff was at liberty to prove for the debt in the liquidation. The plaintiff, nevertheless, subsequently required the defendants to enter an appearance, and an application was then made by the defendants at chambers to stay the action, on the ground that the company was in voluntary liquidation, and that the debt for which the plaintiff sued was admitted. An order staying all proceedings in the action was made by the master, and this order was confirmed by the judge, the plaintiff being also ordered to pay the costs of the application. The plaintiff thereupon appealed to the court, and it was contended by counsel on his behalf, *inter alia*, that the judge and the master had no jurisdiction to order the plaintiff to pay the costs of the proceedings.

THE COURT (CAVE and COLLINS, JJ.) dismissed the appeal. After expressing their opinion that the judge and the master had jurisdiction to grant a stay of the proceedings in the action upon an application under section 138 of the Companies Act, 1862 (25 & 26 VICT. c. 89), at chambers, and that, the debt having been admitted in the present case, the order was rightly made, the court held further that the judge and the master had jurisdiction, at all events by virtue of the power given them by the Judicature Act, 1890 (53 & 54 VICT. c. 44), s. 5, to deal with the costs of matters arising before them, to order the plaintiff to pay the costs of the proceedings. In *Rose & Co. v. Carden Lodge Coal and Coke Co. (Limited)* (26 W. R. 353, 3 Q. B. D. 235), the court entertained no doubt of the existence of the power of the court there to deal with the costs in such a matter, although in that case it was not exercised. If the judge had jurisdiction over the costs, the court could not interfere with his discretion.—COUNSEL, Cranstoun; T. Willes Chitty. SOLICITORS, Keene, Marland, Bryden, & Besant; Leayard, James, & Mellor.

[Reported by J. P. MELLOR, Barrister-at-Law.]

THE QUEEN v. BENNETT AND WARD.—4th June.

FRIENDLY SOCIETY—STEWARD WITHHOLDING MONIES OF THE SOCIETY—PROCEEDINGS—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60), s. 16.

This was the argument of a rule nisi calling upon Mr. Curtis Bennett, a London police magistrate, to shew cause why a *mandamus* should not issue directing him to grant a summons under section 16, sub-section (9), of the Friendly Societies Act, 1875, against one Ward, the steward of the Fulham Liberal Club and Institute, a registered friendly society. It was the custom of the club to lay in a stock of liquors, which were supplied to the members by the steward at prices fixed by the committee. Quarterly accounts of the stock in the hands of the steward were taken by the committee and valuations made. The moneys taken by the steward from members were paid to the secretary weekly. At the end of each quarter the moneys so received from the steward and any balance then in the hands of the steward together with the value of the stock then in his custody ought to be equal to the value of the stock entrusted to him at the beginning or during the quarter after allowance had been made for waste. At the end of the quarter ending on the 28th of September, 1893, the value of the stock entrusted to Ward during or at the beginning of the quarter and after all due allowances had been made was £307 4s. 1d. The moneys paid by Ward to the secretary during the same period or paid away by order of the committee amounted to £168, and the value of the stock in his custody was admitted by him to be £71 19s. 1d. only. The result was that £68 5s. appeared to be due from Ward to the society: this sum he failed to account for. The society applied to the magistrate for a

summons under section 16, sub-section (9), of the Friendly Societies Act, 1875, which provides that "if any person obtains possession by false representation or imposition of any property of a society, or having the same in his possession withholds or misapplies the same . . . he shall on the complaint of the society or of any member authorized by the society or the trustees or committee of management of the same . . . be liable on summary conviction to a penalty not exceeding twenty pounds and costs." The magistrate refused to grant the summons, upon the ground that the matter was a question of account between Ward and the society, and ought to be dealt with in the county court. The society then obtained this rule. *Bennett v. Markham* (L. R. 7 C. P. 405) was referred to during the argument.

THE COURT (CAVE and COLLINS, JJ.) made the rule absolute.

CAVE, J., after reading section 16, sub-section (9), of the Friendly Societies Act, 1875, continued: In order to obtain a summons under this sub-section *prima facie* evidence must be adduced to shew that the defendant is withholding or misapplying the property of the society. If there is nothing more than a debt from the defendant to the society, the proper tribunal to adjudicate upon the matter is the county court, and proceedings ought not to be taken under this section. But here the society has shewn that the defendant received goods to the value of £307, and could give no account of £68, or nearly a fourth part of the whole sum. That seems to me to be a *prima facie* case calling for an answer. It may be that there is a perfectly good answer, but when a case has been made that a person has withheld or misapplied the property or money of the society, it is quite proper to call upon him for an answer under this section. I think, therefore, that the summons ought to have been granted, and that the rule must be made absolute.

COLLINS, J.—I am of the same opinion, and upon the same grounds. Rule absolute.—COUNSEL, Beard; T. F. Hobson. SOLICITORS, Beard & Sons; W. T. Iggulden.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re J. F. VITORIA, *Ex parte* J. F. VITORIA—C. A. No. 1, 25th May.

BANKRUPTCY—CREDITORS' PETITION—RES JUDICATA—REFUSAL OF REGISTRAR TO GRANT RECEIVING ORDER—SECOND PETITION ON SAME DEBT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 7, sub-section (2).

Appeal from an order of Mr. Registrar Linklater, granting a receiving order against the debtor on the petition of the Spanish Corporation (Limited). The debtor was a foreigner domiciled in England, and a bankruptcy petition was presented against him in the Croydon County Court by the Spanish Corporation on March 27, 1893, upon a judgment which they had obtained against him for a considerable sum. The registrar of the court ultimately refused to make a receiving order, on the ground that the above judgment had not been properly obtained, and that the debt was not, therefore, a good petitioning creditor's debt in bankruptcy. The petitioning creditors appealed to the Divisional Court, who overruled an objection by the debtor that the notice of appeal which, under the Bankruptcy Rules, must be sent to the registrar of the court appealed from, was out of time, and reversed the decision of the registrar on the merits. The Court of Appeal subsequently sustained the above objection, and restored the order of the registrar. The petitioning creditors thereupon issued a fresh bankruptcy notice in respect of the same debt, and the notice being disregarded, presented a petition to the Bankruptcy Court, upon which Mr. Registrar Linklater made the receiving order against which the debtor now appealed. A preliminary objection was raised by counsel for the debtor that the registrar had no jurisdiction to make the order, on the ground that the matter was *res judicata*. It was contended that the registrar of the Croydon County Court had decided that the judgment, which was the debt upon which the proceedings by the petitioning creditors were founded, was not a good petitioning creditor's debt in bankruptcy. The appeal from that decision having been abortive, it must be taken to have been acquiesced in by the petitioning creditors, and, as between the same parties, was an estoppel to the further bankruptcy petition upon the same debt. To enable a creditor to proceed upon the same act of bankruptcy there must be a fresh debt, and if the petitioning creditors could go from one registrar to another presenting fresh petitions upon the same debt, such proceedings would be unfair and oppressive. It was argued by counsel for the petitioning creditor that the matter was not *res judicata*, inasmuch as the judgment stood, and there was consequently a debt upon which the present application was rightly founded. All that the registrar's decision in the county court amounted to was an exercise of the discretion to refuse a receiving order which was vested in him by section 7, sub-section (2), of the Bankruptcy Act of 1883, and it was in no way an adjudication on the judgment debt that would operate to make the question as to its being a good or bad petitioning creditor's debt in bankruptcy *res judicata*.

THE COURT (Lord Esher, M.R., and KAY and A. L. SMITH, L.JJ.) overruled the objection.

LORD ESHER, in giving judgment, said the objection to the receiving order, that the question as to the validity of the petitioning creditors' debt was *res judicata*, was untenable. Where there was a judgment in existence which was unsatisfied and not set aside, that was in itself a *res judicata*, and was a debt upon which a bankruptcy petition could be rightly presented. But it was suggested that the registrar, on the presentation of the bankruptcy petition, had jurisdiction to review the judgment, and that, having decided that it was not a good petitioning creditor's debt in bankruptcy, the effect of his decision was that it became *res*

judicate the other way, and that no registrar could subsequently consider the question. That was clearly a wrong view; the registrar had no jurisdiction to determine the matter, except in so far as was necessary for the purpose of exercising the discretion which was given him under the Bankruptcy Act, 1883, s. 7, sub-section (2), which provided that the registrar might make a receiving order if he were satisfied with the proof of the debt of the petitioning creditor. No inconvenience or injustice could arise, as, if a creditor vexatiously presented fresh petitions without proper materials, the Bankruptcy Court would refuse to grant a receiving order.

KAY and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Jelf*, Q.C., and F. Cooper Willis; Finlay, Q.C., and Macklin. SOLICITORS, H. W. Christmas; Jenkins, Baker, & Co.

[Reported by J. P. MELLOR, Barrister-at-Law.]

Solicitors' Cases.

COLE v. ELEY—C. A. No. 1, 5th June.

SOLICITOR—LIEN—CHARGING ORDER—ASSIGNMENT OF MONEY RECOVERED IN ACTION—"PURCHASER FOR VALUE WITHOUT NOTICE"—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28.

Appeal from the Queen's Bench Division (Charles and Collins, JJ.) affirming an order of Lawrance, J., at chambers, granting a charging order in favour of Mr. Baker, the solicitor for the plaintiff in the action of *Cole v. Eley*, upon the moneys recovered in that action under section 28 of the Solicitors Act, 1860 (reported, *ante*, p. 460; 1894, 2 Q. B. 180). It appeared that the action was compromised upon the terms of the defendant paying to the plaintiff a certain sum by instalments, with power to the plaintiff, if the instalments were not regularly paid, to enter judgment against the defendant for £1,000. The plaintiff by deed assigned for value his rights under the compromise to one Read, who had been a witness in the action. Read gave notice of the assignment to Baker. Baker then applied for and obtained a charging order upon the moneys recovered in the action for his costs and expenses in the action. Read appealed against the charging order. Section 28 of the Solicitors Act, 1860, enacts that, where a solicitor is employed to prosecute or defend any suit or matter, the court or a judge may declare such solicitor entitled to a charge upon the property recovered or preserved; "and all conveyances and acts done to defeat, or which shall operate to defeat, such charge or right, shall, unless made to a bona fide purchaser for value without notice, be absolutely void and of no effect as against such charge or right." It was contended for the appellant that he was a purchaser "without notice" of the charge, the charge being subsequent to the assignment. It was contended for the solicitor that "without notice" meant without notice of the solicitor's right to a lien, and that the appellant, having notice of the action, was not a purchaser without notice. The Divisional Court upheld the contention of the solicitor, and affirmed the charging order.

THE COURT (Lord Esher, M.R., KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that it was unnecessary to go through all the cases again. It was clear, as Collins, J., in his judgment pointed out, that the case of *Faithfull v. Ewen* (26 W. R. 270, 7 Ch. D. 495) decided that notice that the subject-matter of the assignment was the subject-matter of a suit amounted to notice to the assignee of the existence of the solicitor's right to a lien. Such knowledge as that prevented the person from being a purchaser for value "without notice." That was a decision of the Court of Appeal, and it was followed by other cases in this court. The appellant here had such notice, and the appeal failed.

KAY, L.J., concurred. When the purchaser bought the plaintiff's rights under the compromise no charging order had been made. *Faithfull v. Ewen* decided that it was not necessary that the purchaser should have notice of the charging order, but that it was sufficient if he had notice of facts which entitled the solicitor to obtain a charging order. Here the appellant had that knowledge because he purchased the plaintiff's rights under the compromise.

A. L. SMITH, L.J., concurred. There were no fewer than four cases in the Court of Appeal—*Faithfull v. Ewen*, *Shippay v. Grey* (28 W. R. 877), *Dallow v. Garrold* (33 W. R. 219, 14 Q. B. D. 543), *Re Suffield & Watts*, *Ex parte Brown* (36 W. R. 584, 20 Q. B. D. 693)—all against the contention of the appellant.—COUNSEL, H. Kent; Smyly, Q.C., and Crispe. SOLICITORS, F. Norton; Montagu, Scott, & Baker.

[Reported by W. F. BARRY, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The annual general meeting of the members of this society will be held on Friday, the 13th of July, at two p.m. precisely, for the election of a president and vice-president of the society; of ten members of the council in lieu of ten members who go out of office in rotation; of two members of the council in lieu of Sir Henry Watson Parker, of London, and Mr. Barnard Platts Broomhead Colton-Fox, of Sheffield, deceased; of three auditors; and for other purposes of the society.

The following are the names of the members who go out of office by rotation, and who, with the exception of Dr. Edwin Freshfield, of London, and Mr. John Cooper, of Manchester, offer themselves for re-election:—Mr. Addison (London), Mr. John Cooper (Manchester), Dr. Edwin Freshfield (London), Mr. Wm. Godden (London), Mr. Grinham Keen (London),

Mr. N. T. Lawrence (London), Mr. Richard Mills (London), Sir Thomas Faine (London), Sir Albert K. Rolitt (London), Mr. W. Melmoth Walters (London).

The name of every person intended to be proposed as president, vice-president, or as a member of the council, or as an auditor, must be transmitted in writing to the secretary on or before the 21st inst.

LAW ASSOCIATION.

At a meeting of the directors held at the hall of the Incorporated Law Society, on Thursday, the 7th inst., the following being present—viz., Messrs. Arthur Toovey (chairman), H. Brandon, S. J. Daw, L. Desborough, H. C. Nisbet, S. Smith, J. Vallance, and Arthur Carpenter (secretary)—grants amounting to £1,005 were made to the widows and families of twenty-two members for the ensuing year, and £105 to the widows and daughters of eight non-members, and the ordinary general business was transacted.

THE FINANCE BILL, 1894.

(Concluded from page 516.)

VII. (1) This clause continues the existing law and practice relating to any of the old duties, and makes them applicable to the new duty.

The committee protest against this mode of legislation, making it necessary to refer to old Acts, rules, and decisions, and to apply them to the altered circumstances—the Bill ought to contain all necessary provisions for the assessment and collection of the new duty. If this cannot be done now, a Consolidation Act should be passed as soon as may be.

(2) This requires the executor "to the best of his belief" to specify in the affidavit lodged before probate "all the property in respect of which estate duty is payable on the death."

This will involve the executor in inquiries into many things which do not concern him except for the purposes of this sub-section.

It is suggested that to this sub-section should be added an express power to enable an executor to obtain partial probate or probate on account, with the consequential certificates that full duty has been paid on the property then accounted for, so as to enable him to realize something. If an executor must before obtaining probate render a complete account, including a valuation of all property abroad, there must be many cases in which the grant of probate will be delayed for months.

(3) Every person to whom property passes by a death for an interest in possession, and to the extent of property actually received, executors, trustees, and other persons in whom any interest in the property or the management thereof is vested, and every person in whom the same is vested by alienation or other derivative title, is to be accountable for the duty.

The person in whom the management of property is vested is a wide definition; but the words making persons in whom property which has passed by death becomes vested by alienation or derivative title accountable, will render it impossible to realize any property without giving to such persons—i.e., purchasers—the commissioners' certificate that full duty has been paid, and unless clause X. (3) is amended it will prevent realization even with a certificate. The result will be to introduce into sales of chattels, live or dead, and of shares and stocks, the complications at present existing in dealing with real estate. No one, for instance, could, without becoming accountable for the duty and liable to treble penalty if he omitted to pay it, buy of an executor a horse or a picture or furniture; no sales of stock in trade "in consequence of a death"; no transfers at Bank of England, or any railway or other company, of Government stock or debentures or shares from survivors in a joint account with a deceased person, or from the executors of a deceased person, will be able to take place without the production to the purchasers of the certificate that "full estate duty" has been paid, which certificate cannot be forthcoming until the commissioners have been satisfied what is the "aggregate value" of the property passing by death of deceased, including his real estate in England, his personal estate in England and abroad, and property passing to other people in consequence of his death (of which his executors may know nothing), with all accumulations of income on each class of property and until the duty on it is cleared; and even this certificate will not protect the property or the purchaser of it if the person obtaining the certificate, of whom the purchaser knows nothing, has been guilty of any fraud or suppression.

The title to real estate will be further complicated by making it necessary to keep these certificates of duty paid (or of no duty payable) with the title deeds in respect of every death of which any notice appears on the title.

The protection given by clause VIII. (3) only applies to purchasers "without notice" of "stocks, shares, funds, or securities." If the entry in the register or the deed of transfers shows that the transfer is made by executors or survivors in a joint account the purchasers have notice, and no protection is given at all to purchasers of chattels or to persons dealing with real estates. At present the "stock tickets" of the Bank of England and transfers of stock shares, &c., do contain notice that the transfers are made by executors of a deceased, or by survivors in a joint account.

(5) Imposes a penalty of "treble duty." The old law was double duty, and there seems no reason to increase the penalty.

(6) If too little duty has been paid additional duty is to be payable, unless a certificate of discharge has been previously delivered under clause X. (1).

(8) Authorizes return of duty if it is proved to the satisfaction of the Commissioners that too much has been paid.

There ought to be an appeal on this point from the Commissioners to the High Court.

VIII. Enacts that "unless it is certified by the Commissioners that there is no claim for estate duty thereon," no bank or other person can pay over money or deliver securities in their hands, and no keeper of a register can allow any transfer of stock, shares, or securities, where such money or securities, or stocks, shares, or securities, are in the names of a dead person, or of several persons one of whom is dead. The clause also prohibits payment of an insurance policy on a life until this certificate is provided.

If this clause of the Bill stands, and if the Commissioners act strictly on it, and decline to give certificates that "there is no claim for estate duty" on particular securities composing parts of a deceased's estate, or of a trust estate of which deceased was one of a set of trustees, until they (the Commissioners) are convinced that the aggregate value of all property passing by his death is correctly ascertained and estate duty paid thereon, or that no duty is payable in consequence of the death, many months and frequently years must elapse between the death and the realization of the first asset. In the meantime no income can be collected, nor can the debts due from the deceased be paid. One instance of the extreme inconvenience that will be caused by this clause is the case of a bank or other firm having part of their reserve fund in Consols or other inscribed securities in the joint names of the individual partners. If one of the holders dies, no part of such investments can be realized until the Commissioners give their certificate "that there is no claim for estate duty thereon," and they cannot be expected to give such a certificate until the partnership accounts are settled and duty paid on the share of the deceased therein. The settlement of partnership accounts frequently takes a long time, and in the meantime the investments could not be realized even by creditors of the firm.

IX. (1) Enacts that duty shall be a first charge on property.

This should be "subject to incumbrances existing at date of death."

(2) Provides for granting certificates of duty paid.

There should be a provision that separate certificates should on request be granted for separate items of property, and that such certificates should discharge the property in the hands of a purchaser notwithstanding that it may be subsequently ascertained that a higher duty was payable.

(3) This sub-section provides that the Commissioners' certificate that estate duty has been paid on property shall be conclusive evidence that the amount of duty is a first charge on the property and provides that any repayment of duty by the Commissioners shall be made to the person producing the certificate.

This apparently means that the certificate is to be a security transferable by delivery. It is suggested that this ought not to be so, but that the sub-section should provide that the duty should be repaid by the Commissioners to the persons entitled to it.

(4) Makes trustees of property not passing to executor liable to repay to executor duty if paid by him.

This liability ought to attach to the property, not to the trustees personally.

(5) Gives power to raise duty by sale or mortgage.

This should include power to raise interest and expenses, but should be subject to existing incumbrances.

(7) Money, &c., held under a settlement may be expended in paying duty on property subject to the settlement.

This should be limited to money and property held on the same trusts.

X. (1) Provides for certificates of discharge being given by Commissioners when full duty has been paid on an estate or a part thereof.

This certificate, like that under IX. (2), should absolutely release the property in the hands of a purchaser notwithstanding any subsequent discovery that more duty or a higher rate was payable, notwithstanding fraud, &c., on the part of the person who obtained it. It should also provide that certificates should be given that there is no claim for duty on particular parts of the property, or in consequence of a death on a joint account.

(2) Directs the Commissioners at end of two years from death to give a certificate which shall discharge the property mentioned in it and the applicant from further duties.

If such a certificate cannot be obtained for two years, no asset of the deceased can be realized in the meantime. No bank, insurance company, or keeper of a register of stocks or shares in a company will be advised to hand over or allow transfer of anything for two years.

(3) Provides that no certificate shall discharge any person or property from duty in case of fraud or suppression of facts.

The property, if transferred in the meantime to a purchaser without notice of the fraud or suppression, ought to be discharged, and bankers, keepers of registers, &c., ought also to be protected, or the certificate will be useless. The certificate provided under sub-section 1 does not discharge the applicant—that is, the executor or trustee—and he would not be safe in handing anything over to the beneficiaries until he obtains the certificate under sub-section 2, which could not be obtained for two years after death; and even this would not exonerate him from further duty which may be ascertained to be payable in consequence of the discovery of fraud on the part of some other persons.

XII. Provides for recovery by executor from legatees and others of their proportion of estate duty.

This clause should provide that the legatees should be bound by the accounts and valuations as settled between the executors, &c., and the Commissioners of Inland Revenue. The county court ought to have jurisdiction in small cases.

XV. This clause alters the mode of assessment of succession duty on real property, making it payable on capital value instead of the value of the life interest.

XVII. (1) The language of this clause is not clear. Should not the word "or" in second line be struck out?

XVIII. (2) (a) This has been already referred to under Clause II.

The clauses not referred to in this report call for no observation within the limits laid down by the council.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the degree of barrister-at-law:—

LINCOLN'S-INN.—George Henry Foley (certificate of honour C. L. E., Hilary Term, 1894); William John Corbett, M.A., Cambridge; Syed Abdul Majid Shah; Frederick Francis Liddell, M.A., Fellow of All Souls' Coll., Oxford; Robert Bertrand Jackson, LL.B., Cambridge; Charles Warre Harriott, Merton Coll., Oxford; Alfred John Barton Tapping; Wilfrid Scarborough Jackson; Francis Gawayne Champernowne, B.A., Oxford; Thomas Frederick Dawkins, B.A., Oxford; Gokalbhai Bapuji Desai; George Frederick Clucas, B.A., Cambridge; Daulat Ram Mulchand Seth, senior scholar of Ayerst Hall, Cambridge; William Bensley Cotton, Wadham Coll., Oxford; Chunilal Bhalabhai Desai; Douglas Eyre, B.A., Oxford; Raleigh Buller Phillpotts, B.A., Oxford; and Francis John Kynaston Cross, B.A., Oxford.

INNER TEMPLE.—Alfred Henry Chaytor, B.A., Cambridge, holder of a first-class studentship, awarded Hilary, 1891; Richard William Leage, M.A., B.C.L., Oxford, holder of a first-class studentship, awarded Hilary, 1892, and of a certificate of honour, awarded Trinity Term, 1894; Alexander Grant, M.A., B.C.L., Oxford, holder of a certificate of honour, awarded Trinity, 1893; Henry Clements Barstow, B.A., Cambridge; the Hon. John William Harris; Henry Herbert Peet, Oxford; Lealie Frederic Scott, Oxford; Basil Aubrey Holland Woodd, Cambridge; Arthur Walters Wills, B.A., LL.B., Cambridge; Dudley Richard Dangar, B.A., Cambridge; William Peter Rylands, B.A., Cambridge; William Woodthorpe Tarn, B.A., Cambridge; Frederick George Barker, B.A., Oxford; Samuel Hugh Francklin, Hole; Reuben William Roberts, Cambridge; John Alfred Le Gros, B.A., Cambridge; Henry Birch Sharpe; Syed Ahmed Shere; Ernest King Allen; Horatio Gordon Davies, B.A., Cambridge; Francis Herbert Mowatt, B.A., Oxford; John Frederick Iselin, B.A., Cambridge, holder of the Barstow Law Scholarship, awarded Trinity Term, 1894; Robert Sidney Stone; Philip Rollason Thomason, B.A., LL.B., Cambridge; Alfred Warren, B.A., Cambridge; Leonard Benjamin Franklin; Daniel Moung Po Dan, King's College, London; Edward Horsman Coles, B.A., Oxford; Henry Alexander Trotter, B.A., Cambridge; Herbert St. George Peacock; William Francis Drew; Alfred Daniell, M.A., Edinburgh; and Mervyn Gilbert-Smith, B.A., LL.B., Cambridge.

MIDDLE TEMPLE.—Henry Alfred Constant Bonar; James Binney, B.A., Trinity Hall, Cambridge; Ernest Clark, London University; Ernest Belfort Bax; Isaac Marshall, B.A., Peterhouse, Cambridge; Charles Edward De Vos, St. Peter's Coll., Cambridge; Denis Charles Joseph O'Connor, B.A., LL.B., London University; Kirpal Singh; Frank Tarry; Barzore Jamahedji Dalal, Exeter Coll., Oxford; Thomas Lyddon James Surragge, B.C.L., M.A., Oxford; Edmund Toulmin Nicolle; John Edward Robert Stephens, Royal University of Ireland; Judah Israel, B.A., Queen's Coll., Cambridge; Alfred Leopold Goldner, B.A., Balliol Coll., Oxford; Charles Louis Henry Pilot, London University; Frank Litherland Teed, D.Sc., London University; Norman Bruce Elliott, M.D., Durham University; Raynes Waite Stanley Dickson, Trinity Coll., Cambridge; William North; Francis William Moore, Calcutta University; Yusufali Yakubali Jamadar, B.A., Bombay University; William Augustine Hibbert Ware, London University; Syed Alay Hasan; Secundus Petrus De Villiers; Iradut Ullah, Allahabad University; Louis Arthur Raoul Bax; George Hallam Croncy; Asad Ali Khan; Eugene Renand; Kotaro Mochizuki, Tokio University, Japan; Kerogizaka Satish Ranjan Das; Charles James Bannerman; Thomas Hutton Mills.

GRAY'S-INN.—Donald William Garden Cowie, B.A., Balliol Coll., Oxford; William Crowther Davies, M.A., B.C.L., Exeter Coll., Oxford; Sheikh Meeran Buksh; Arthur James Phelan; Walter Russell, Trinity Coll., Oxford; and Fida Mohamed Khan, Oxford.

Particulars are announced by Messrs. N. M. Rothschild & Sons of the plan for the conversion and redemption of the Imperial Turkish 5 per cent. loan of 1854 and the 4½ per cent. loan of 1871. These two loans, the respective outstanding amounts of which are now £1,567,750, and £5,378,700, are to be represented by an issue of £8,212,340 new 3½ per cent. bonds, conversion into which may be effected at par, with a bonus of £6 per cent., with a further allowance of accrued interest in each case. The option for such conversion will remain open until the 14th inst. The interest is payable half-yearly, on the 15th of April and the 15th of October, free of all Turkish taxes, in London, Paris, and Constantinople; and an accumulative sinking fund will reimburse the bonds at par in sixty-one years.

LEGAL NEWS.

OBITUARY.

We regret to announce the death of Mr. THOMAS RAWLINSON, barrister, which took place very suddenly on the 25th ult. He had left chambers on that day apparently in good health, but on his way home he was taken ill and died shortly after his arrival. He was called to the bar in 1848, and had an extensive practice for many years at the equity bar. His geniality rendered him universally popular, and great regret has been occasioned by his death.

APPOINTMENTS.

Mr. THOMAS CATHRICK JACKSON, LL.D. Lond., solicitor, Hull, has been appointed a Commissioner for Oaths. Mr. Jackson was admitted in March, 1888, after passing the Final Examination with honours. He is a notary public.

Mr. GEORGE FARWELL JONES, M.A. Oxon, solicitor, 58, Lincoln's-inn-fields, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in December, 1881.

Mr. JOSIAH LONGLAND, solicitor, Warrington, has been appointed a Commissioner for Oaths. Mr. Longland was admitted in November, 1887.

Mr. JOHN LIGHT, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Light was admitted in August, 1886.

Mr. FRANCIS XAVIER LYNCH, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Lynch was admitted in January, 1888.

Mr. GEORGE MAYNARD MARTIN, solicitor, Wolverhampton, has been appointed a Commissioner for Oaths. Mr. Martin was admitted in January, 1888.

Mr. JOHN MORPOTT MARRIOTT, solicitor, Burnley, has been appointed a Commissioner for Oaths. Mr. Marriott was admitted in December, 1887.

Mr. SAMUEL ROBERT MACARTNEY, solicitor, Gravesend, has been appointed a Commissioner for Oaths. Mr. Macartney was admitted in February, 1888.

Mr. OCTAVIUS MARSLAND, solicitor, 15, Seething-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Marsland was admitted in July, 1887.

Mr. MATTHEW BANKS NEWELL, solicitor, Pudsey, has been appointed a Commissioner for Oaths. Mr. Newell was admitted in February, 1887.

Mr. HUME CHANCELLOR PINSENT, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Pinsent was admitted in May, 1888. He is a notary.

Mr. ARTHUR THOMAS PERKINS, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Perkins was admitted in January, 1888.

Mr. JOHN PIDSELY, jun., solicitor, Newton Abbot, has been appointed a Commissioner for Oaths. Mr. Pidseley was admitted in December, 1882.

Mr. WM. HY. THEODORE TYNDAL POWELL, B.A. Camb., solicitor, 5, Raymond-buildings, Gray's-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Powell was admitted in August, 1875.

Mr. CHARLES HERBERT PICKSTONE, solicitor, Radcliffe Bridge, has been appointed a Commissioner for Oaths. Mr. Pickstone was admitted in November, 1886, after passing the Final Examination with honours.

Mr. WM. JOHN PETHERICK, solicitor, Exeter, has been appointed a Commissioner for Oaths. Mr. Petherick was admitted in November, 1878.

Mr. CHAS. WM. RAWLINSON, solicitor, 42, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Rawlinson was admitted in August, 1887.

Mr. WM. RUSSELL, solicitor, Bolton, has been appointed a Commissioner for Oaths. Mr. Russell was admitted in July, 1887. He is commissioner for the Court of the County Palatine of Lancashire.

Mr. WM. POPE SYMONDS, solicitor, 16, Finsbury-circus, E.C., has been appointed a Commissioner for Oaths. Mr. Symonds was admitted in May, 1883.

Mr. CHAS. GARIBALDI SHAW, solicitor, Reading, has been appointed a Commissioner for Oaths. Mr. Shaw was admitted in November, 1887.

Mr. CHARLES STIMSON, solicitor, Bedford, has been appointed a Commissioner for Oaths. Mr. Stimson was admitted in September, 1883.

Mr. GEORGE LAWRENCE WELFORD, solicitor, Lymm, has been appointed a Commissioner for Oaths. Mr. Welford was admitted in August, 1881, after passing the Final Examination with honours.

Mr. ALGERNON THORNTON WOLFE, solicitor, 51, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Wolfe was admitted in December, 1887. He is commissioner for Lagos in Western Africa.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

EDWARD DUNN and WILLIAM LINFORD BROWN, solicitors (Dunn & Linford Brown), Exeter. May 16.

JOHN TEAGUE TREVENA and JOHN EDWARD HOLLOWAY, solicitors (Trevena & Holloway), Redruth. May 21. [Gazette, June 1.

WILLIAM RICHARD RANDALL, FRANK HERON WILSON, and ROBERT JAMES CAY, solicitors (Randall, Wilson, & Cay), Cardiff. May 18.

[Gazette, June 5.

GENERAL.

The Attorney-General has been suffering from an attack of gout; but it is hoped will be shortly able to resume his duties.

The counting of votes in connection with the Bar Committee Election has resulted in the return of the under-mentioned sixteen gentlemen:—Mr. Bompas, Q.C., Mr. Bosanquet, Q.C., Mr. Pitt-Lewis, Q.C., Mr. Byrne, Q.C. M.P., Mr. Farwell, Q.C., and Messrs. W. Appleton, A. M. B. Bremner, C. G. Ellis, F. Evans, C. Haigh, M. Ingle Joyce, Leigh Clare, A. J. Ram, A. C. Salter, R. C. Saunders, and G. Silla. The number of voting papers sent in to the honorary secretary was 1,277, dealing with 10,216 votes, which is a considerable increase over last year's voting.

The following are the arrangements made by the judges (Collins and Bruce, JJ.) for holding the ensuing summer sittings on the Northern Circuit:—The commissions will be opened at Appleby on Thursday, June 28; at Carlisle, Saturday, June 30; at Lancaster, Thursday, July 5; at Manchester, Monday, July 9; and at Liverpool, Wednesday, July 25. Civil business will commence at Appleby on Friday, June 29, as soon as the criminal business (if any) is disposed of; at Carlisle, Tuesday, July 3, at 10.30; at Lancaster, Friday, July 6, as soon as the criminal business is disposed of; at Manchester, Tuesday, July 10, at 11 o'clock; and at Liverpool, Thursday, July 26, at 11 o'clock, unless otherwise ordered. The trial of special jury causes will commence at Manchester, Thursday, July 12, and at Liverpool, Saturday, July 28, at the sitting of the court, unless otherwise ordered.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice NORTH.
	APPEAL COURT No. 2.	MR. JUSTICE CHITTY.	
Monday, June.....11	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday.....12	Rolt	Pemberton	Pugh
Wednesday.....13	Farmer	Ward	Beal
Thursday.....14	Rolt	Pemberton	Pugh
Friday.....15	Farmer	Ward	Beal
Saturday.....16	Rolt	Pemberton	Pugh
Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice ROBERTS.
	MR. JUSTICE STIRLING.	MR. JUSTICE KEEWICK.	
Monday, June.....11	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday.....12	Godfrey	Crowe	Lavie
Wednesday.....13	Leach	Jackson	Carrington
Thursday.....14	Godfrey	Crowe	Lavie
Friday.....15	Leach	Jackson	Carrington
Saturday.....16	Godfrey	Crowe	Lavie

TRINITY SITTINGS, 1894.

COURT OF APPEAL.

APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Mon., July 2	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and new trial paper if required
Tuesday.....3	New trial paper
Wed.....4	New trial paper
Thursday.....5	New trial paper
Friday.....6	Bkey apps and new trial paper
Saturday.....7	New trial paper
Monday.....8	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final appeals if required
Tuesday.....9	New trial paper
Wednesday.....10	Q B final apps
Thursday.....11	Q B final apps
Friday.....12	Bkey apps and Q B final apps
Saturday.....13	Bkey apps
Monday.....14	Q B final apps
Tuesday.....15	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and new trial pa if required
Wednesday.....16	New trial paper
Thursday.....17	New trial paper
Friday.....18	Bkey apps and new trial paper
Saturday.....19	New trial paper
Monday.....20	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....21	New trial paper
Wednesday.....22	Q B final apps
Thursday.....23	Bkey apps and Q B final apps
Friday.....24	Bkey apps
Saturday.....25	Q B final apps
Monday.....26	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....27	New trial paper
Wednesday.....28	New trial paper
Thursday.....29	Bkey apps and new trial paper
Friday.....30	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....31	New trial paper
Monday.....32	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....33	New trial paper
Wednesday.....34	New trial paper
Thursday.....35	Bkey apps and new trial paper
Friday.....36	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....37	New trial paper
Monday.....38	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....39	New trial paper
Wednesday.....40	New trial paper
Thursday.....41	Bkey apps and new trial paper
Friday.....42	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....43	New trial paper
Monday.....44	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....45	New trial paper
Wednesday.....46	New trial paper
Thursday.....47	Bkey apps and new trial paper
Friday.....48	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....49	New trial paper
Monday.....50	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....51	New trial paper
Wednesday.....52	New trial paper
Thursday.....53	Bkey apps and new trial paper
Friday.....54	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....55	New trial paper
Monday.....56	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....57	New trial paper
Wednesday.....58	New trial paper
Thursday.....59	Bkey apps and new trial paper
Friday.....60	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....61	New trial paper
Monday.....62	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....63	New trial paper
Wednesday.....64	New trial paper
Thursday.....65	Bkey apps and new trial paper
Friday.....66	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....67	New trial paper
Monday.....68	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....69	New trial paper
Wednesday.....70	New trial paper
Thursday.....71	Bkey apps and new trial paper
Friday.....72	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....73	New trial paper
Monday.....74	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....75	New trial paper
Wednesday.....76	New trial paper
Thursday.....77	Bkey apps and new trial paper
Friday.....78	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....79	New trial paper
Monday.....80	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....81	New trial paper
Wednesday.....82	New trial paper
Thursday.....83	Bkey apps and new trial paper
Friday.....84	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....85	New trial paper
Monday.....86	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....87	New trial paper
Wednesday.....88	New trial paper
Thursday.....89	Bkey apps and new trial paper
Friday.....90	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....91	New trial paper
Monday.....92	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....93	New trial paper
Wednesday.....94	New trial paper
Thursday.....95	Bkey apps and new trial paper
Friday.....96	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....97	New trial paper
Monday.....98	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....99	New trial paper
Wednesday.....100	New trial paper
Thursday.....101	Bkey apps and new trial paper
Friday.....102	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....103	New trial paper
Monday.....104	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....105	New trial paper
Wednesday.....106	New trial paper
Thursday.....107	Bkey apps and new trial paper
Friday.....108	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....109	New trial paper
Monday.....110	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....111	New trial paper
Wednesday.....112	New trial paper
Thursday.....113	Bkey apps and new trial paper
Friday.....114	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....115	New trial paper
Monday.....116	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....117	New trial paper
Wednesday.....118	New trial paper
Thursday.....119	Bkey apps and new trial paper
Friday.....120	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....121	New trial paper
Monday.....122	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....123	New trial paper
Wednesday.....124	New trial paper
Thursday.....125	Bkey apps and new trial paper
Friday.....126	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....127	New trial paper
Monday.....128	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....129	New trial paper
Wednesday.....130	New trial paper
Thursday.....131	Bkey apps and new trial paper
Friday.....132	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....133	New trial paper
Monday.....134	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....135	New trial paper
Wednesday.....136	New trial paper
Thursday.....137	Bkey apps and new trial paper
Friday.....138	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....139	New trial paper
Monday.....140	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....141	New trial paper
Wednesday.....142	New trial paper
Thursday.....143	Bkey apps and new trial paper
Friday.....144	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....145	New trial paper
Monday.....146	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....147	New trial paper
Wednesday.....148	New trial paper
Thursday.....149	Bkey apps and new trial paper
Friday.....150	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....151	New trial paper
Monday.....152	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....153	New trial paper
Wednesday.....154	New trial paper
Thursday.....155	Bkey apps and new trial paper
Friday.....156	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....157	New trial paper
Monday.....158	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....159	New trial paper
Wednesday.....160	New trial paper
Thursday.....161	Bkey apps and new trial paper
Friday.....162	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....163	New trial paper
Monday.....164	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....165	New trial paper
Wednesday.....166	New trial paper
Thursday.....167	Bkey apps and new trial paper
Friday.....168	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....169	New trial paper
Monday.....170	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....171	New trial paper
Wednesday.....172	New trial paper
Thursday.....173	Bkey apps and new trial paper
Friday.....174	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....175	New trial paper
Monday.....176	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....177	New trial paper
Wednesday.....178	New trial paper
Thursday.....179	Bkey apps and new trial paper
Friday.....180	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....181	New trial paper
Monday.....182	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....183	New trial paper
Wednesday.....184	New trial paper
Thursday.....185	Bkey apps and new trial paper
Friday.....186	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....187	New trial paper
Monday.....188	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....189	New trial paper
Wednesday.....190	New trial paper
Thursday.....191	Bkey apps and new trial paper
Friday.....192	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....193	New trial paper
Monday.....194	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Tuesday.....195	New trial paper
Wednesday.....196	New trial paper
Thursday.....197	Bkey apps and new trial paper
Friday.....198	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required
Saturday.....199	New trial paper
Monday.....200	App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final apps if required

Monday.....30

Tuesday.....31

Wed., Aug. 1

Thursday.....2

Friday.....3

Saturday.....4

Monday.....5

Tuesday.....6

Wednesday.....7

Thursday.....8

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Thursday.....122

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Saturday.....124

Monday.....125

Tuesday.....126

Wednesday.....127

Thursday.....128

Friday.....129

Saturday.....130

Monday.....131

Tuesday.....132

Wednesday.....133

Thursday.....134

Friday.....135

Saturday

Wed.11 (App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)

Thursday12
Friday13
Saturday14
Monday16
Tuesday17 Chan final apps

Wednesday 18 (App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)

Thursday19
Friday20
Saturday21
Monday23
Tuesday24 Chan final apps

Wed.25 (App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)

Thursday26
Friday27
Saturday28
Monday30
Tuesday31 Chan final apps

Wed., Aug. 1 (App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)

Thursday2 (County Palatine apps and Chan final apps)

Friday3
Saturday4
Monday6
Tuesday7 Chan final apps

Wed.8 (App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)

Thursday9
Friday10
Saturday11 Chan final apps

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II, on every Monday at Eleven until further notice.

SPECIAL NOTICE.—In consequence of the limited state of the Chan. Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT, I.

MR. JUSTICE CHITTY.

Mon., July 2. Sitting in chambers

Tuesday3 Non wit list

Wednesday4 Motns (for North, J) and Non wit list

Thursday5 Motns and non wit list

Friday6 Motns and non wit list

Saturday7 Pts, sht caus, opposed pts, procedure sums, and non wit list, including unopposed pts for North, J.

Monday9 Sitting in chambers

Tuesday10 Non wit list

Wednesday11 Non wit list

Thursday12 Motns and non wit list

Friday13 Pts, sht caus, procedure sums, opposed pts, and non wit list

Saturday14 Sitting in chambers

Monday16 Sitting in chambers

Tuesday17 Non wit list

Wednesday18 Non wit list

Thursday19 Motns and non wit list

Friday20 Pts, sht caus, procedure sums, opposed pts, and non wit list

Saturday21 Sitting in chambers

Monday23 Sitting in chambers

Tuesday24 Non wit list

Wednesday25 Non wit list

Thursday26 Motns and non wit list

Friday27 Pts, sht caus, opposed pts, procedure sums, and non wit list

Saturday28 Sitting in chambers

Monday30 Sitting in chambers

Tuesday31 Non wit list

Wed., Aug. 1 Non wit list

Thursday2 Motns and non wit list

Friday3 Pts, sht caus, procedure sums, opposed pts, and non wit list

Saturday4 Sitting in chambers

Monday6 Sitting in chambers

Tuesday7 Motns and non wit list

Wed.8 Remaining motns, remaining pts, adj sums (proc. fee), & non wit list

Friday10 (If the state of the non witness list should permit, the witness list will be taken on some days other than those above appointed, and due notice given. When the witness list is being taken, further considerations will not be taken on the Tuesday.)

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put in the paper.

SPECIAL NOTICE.—Owing to the state of the Non-Witness List Witness Actions will probably be taken on and after June 12, and may possibly be taken at an earlier date, of which notice will be given.

book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT, II.

MR. JUSTICE NORTH.

Mon., July 2. Sitting in chambers

Tuesday3

Wednesday4

Thursday5 Actions with wits

Friday6

Saturday7

Monday9 Sitting in chambers

Tues.10

Wed.11 General paper

Thurs.12

Friday13 Motns and adj sums

Saturday14 Sht caus, pts, & adj sums

Monday16 Sitting in chambers

Tuesday17

Wednesday 18 General paper

Thursday19

Friday20 Motns and adj sums

Saturday21 Sht caus, pts, & adj sums

Monday23 Sitting in chambers

Tuesday24

Wednesday 25 General paper

Thursday26

Friday27 Motns and adj sums

Saturday28 Sht caus, pts, & adj sums

Monday30 Sitting in chambers

Tuesday31

Wed., Aug. 1 General paper

Thursday2

Friday3 Motns and adj sums

Saturday4 Sht caus, pts, & adj sums

Monday6 Sitting in chambers

Tuesday7 General paper

Wednesday 8 Motns and general paper

Thursday9

Friday10 General paper

Saturday11

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Mon., July 2. Sitting in chambers

Tuesday3

Wednesday4 General paper

Thursday5

Friday6 Motns, adj sums, and gen pa

Saturday7 Sht caus, pts, adj sums, and gen pa

Monday9 Sitting in chambers

Tuesday10

Wednesday11

Thursday12 Witness actions

Friday13

Saturday14

Monday16 Sitting in chambers

Tuesday17

Wednesday18

Thursday19 Witness actions

Friday20

Saturday21 Sitting in chambers

Monday23

Tuesday24 General paper

Wednesday 25

Thursday27 Motns, adj sums, and gen pa

Friday28 Sht caus, pts, adj sums, & gen pa

Saturday29

Monday30 Sitting in chambers

Tuesday31 Remaining pts, adj sums, Wed., Aug. 1 and gen pa

Thursday2 Adj sums and gen pa

Friday3 Motns, adj sums, and gen pa

Saturday4

Monday6 Sitting in chambers

Tuesday7 General paper

Wednesday 8 Motns and gen pa

Thursday9 Remaining motns & gen pa

Friday10

Saturday11 Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put in the paper.

SPECIAL NOTICE.—Owing to the state of the Non-Witness List Witness Actions will probably be taken on and after June 12, and may possibly be taken at an earlier date, of which notice will be given.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

EVANS.—June 1, at 3, Portman-mansions, W., the wife of Francis Nicholas Evans, barrister-at-law, of Newtown-park, Doneville, of a son.

MACKESSIE.—June 4, at Heathfield Villa Inverness, the wife of H. Rose Mackessie, solicitor, of a daughter.

PARKER.—June 3, at 54, Killisier-avenue, Telford-park, S.W., the wife of Christopher J. Parker, solicitor, of a daughter.

MARRIAGE.

COPNALL-JONES.—June 2, at St. Stephen's, Barbours, Worcester, Henry Hampton Copnall, solicitor, Marlborough, Wilts, to Ada Florence Jones.

DEATH.

DERRY.—June 2, at 5, Rochester-terrace, Plymouth, George Whitfield Derry, solicitor, aged 72.

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CADOGAN AND HANS PLACE ESTATE, LIMITED.—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to James Henry Hiley, 32, Great George st, Westminster. Graham, 37, Chancery lane, solicitor for liquidator.

HONDURAS CO, LIMITED.—Creditors are required, on or before July 20, to send their names and addresses, and particulars of their debts or claims, to Thomas Castelli, 5, Throgmorton avenue.

JERRY TINPLATE CO, LIMITED.—Creditors are required, on or before July 21, to send their names and addresses, and particulars of their debts or claims, to Thomas Evans, Briton Ferry, Glamorgan. Jenkins, Aberavon, solicitor for liquidator.

MATCH MANUFACTURING CO, LIMITED.—Creditors are required, on or before June 19, to send their names and addresses, and particulars of their debts or claims, to Charles Clarke, 12, Westgate st, Cardiff.

FRIENDLY SOCIETIES DISSOLVED.

ANCIENT BRITONS FRIENDLY SOCIETY, Old Ebenezer Assembly Rooms, Bangor, Carnarvon. May 23

CLARENCE FRIENDLY SOCIETY, 35, London rd, Liverpool. May 28

GLODWIN REFORM CLUB LAND AND BUILDING SOCIETY, LIMITED, 2, Martineau st, Glodwick, Oldham, Lancaster. May 26

KETHAM BURIAL CLUB, United Methodist Free Church Schoolroom, Albert rd, Devonport, Devon. May 26

KING WILLIAM IV. JUVENILE BENEFIT SOCIETY, King William Inn, Bath rd, Cheltenham. May 26

KING WILLIAM BENEFIT SOCIETY, King William IV. Inn, Cheltenham. May 26

PLYMOUTH COLLIER WORKING MEN'S SICK AND ACCIDENTAL FUND FRIENDLY SOCIETY, Glove and Shears, Merthyr Tydvil, Glam. May 26

TRADESMEN'S BENEFICIAL SOCIETY, Royal Oak Inn, Adderbury, Oxford. May 26

London Gazette.—TUESDAY, JUNE 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARN ELMS (RANELAGH) CLUB, LIMITED.—Creditors are required, on or before June 16, to send their names and addresses, and particulars of their debts or claims, to Sebastian Henry Petre, Fitzalan House, Arundel st, Strand.

DARLINGTON STEAM SAW MILLS CO, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Charles Edward Martineau, 33, Waterloo st, Birmingham.

DUTCH BORNEO CORPORATION (KLINTJOU CONGRESSION), LIMITED.—Creditors are required, on or before July 15, to send their names and addresses, and particulars of their debts or claims, to Hunters & Haynes, 9, New sq, Lincoln's inn.

GENERAL CONTRACTORS SYNDICATE, LIMITED.—Creditors are required, on or before July 14, to send their names and addresses, and particulars of their debts or claims, to Arthur Goddard, 84 George's House, Eastcheap. Beall & Co, Throgmorton House, Copthall avenue, solicitors for liquidator.

LAND SECURITIES CO, LIMITED.—By an order made by Vaughan Williams, J., dated May 3, it was ordered that the voluntary winding up of the company be continued. Ashurst & Co, Throgmorton avenue, solicitors for petitioner.

MEXICAN MINERAL RAILWAY CO, LIMITED.—Peto for winding up, presented June 1, directed to be heard on June 14. Spencer Whitehead, Fleet st, agent for Milward & Co, Birmingham, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

MYNDYDGAERBO AND KIDWELLY RAILWAY AND LINE CO, LIMITED.—Creditors are required, on or before July 3, to send their names and addresses, and particulars of their debts or claims, to George Williamson, 37, Brown st, Manchester. Slater & Sons, Manchester, solicitors for liquidator.

SAN DEARDS & CO, LIMITED.—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims, to James Arbuckle Findlay, 11, St. Helen's place.

VANCOUVER ISLAND DEVELOPMENT SYNDICATE, LIMITED.—Creditors are required, on or before July 16, to send their names and addresses, and particulars of their debts or claims, to Grosvenor George Walker, 19, St. Swithin's lane.

WILLIAM JACKSON & SONS, LIMITED.—Creditors are required, on or before July 18, to send their names and addresses, and particulars of their debts or claims, to George Jackson, Lower gates, Rochdale.

FRIENDLY SOCIETIES DISSOLVED.

ANALOGATED INDEPENDENT ORDER OF TOTAL ABSTINENT BOSS OF THE PHOENIX FRIENDLY SOCIETY, 85, Commercial rd, E. June 2

AMICABLE SOCIETY, Great Billing, Northampton. June 2

GOOD INTENT FRIENDLY SOCIETY, New Inn, Holt, Wilts. June 2

NETHERED MUTUAL LOAN AND INVESTMENT SOCIETY, Horse and Jockey Inn, Netherend, Worcester. June 2

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 29.

JONES, WALTER PERCEP, Rhyll, Flint, Accountant June 25 Owens v Jones, North, J Pickstone, Radcliffe Bridge, nr Manchester
LILLIE, CHARLES JAMES, High Holborn, Artist June 30 Drew v Lillie, North J Hieko, Jewry chhrs, Old Jewry
POWIS, BENJAMIN, Finborough rd, Redcliffe sq, Commercial Traveller June 22 Powis v Powis, Stirling, J Wilkinson, Martin's lane, Cannon st
SUMMERFIELD, JAMES, York pl, New Southgate, Tailor June 19 Andrews v Summerfield, Kekewich, J Wedlake, Station rd, Finsbury park
WALSH, HONORIA, Storks rd, Brompton, Bottle Merchant June 28 Walsh v Moriarty, Chitty, J Saunders & Co, Coleman st

London Gazette.—FRIDAY, June 1.

BROOM, HARRIET CLITTER, Upper Kennington lane July 2 Broom v Broom, Chitty, J Bannister & Reynolds, Basinghall st
COPPOCK, GEORGE, Headington Quarry, Oxford, Brick Manufacturer June 30 Coppock v Coppock, Stirling, J Bruty, New Broad st

London Gazette.—TUESDAY, JUNE 5.

BOWD, JOHN, Cambridge, Stonemason July 2 Branch v Bowd, Chitty, J Buitows Cambridge
BRUNT, ISAAC, Gorton, Lancaster, Innkeeper July 5 Brunt v Chesters-Thompson, Registrar, Manchester Ayre, Manchester
STONE, ARTHUR FLINTOFF, Portsea, Gent June 29 Yorkshire and Lancashire Water Gas Co v Stone, Stirling, J White, Southampton st, Bloomsbury

UNDER 22 & 23 VICT. CAP. 35.

London Gazette.—FRIDAY, May 25.

ALLAN, JOHN, Harringay, Newspaper Proprietor June 24 Faithfull & Owen, Victoria st
ANDREW, JOSEPH ARNOLD ADOLPHUS, Sheffield July 14 Maxfield, Sheffield
ANGELL, ALFRED, Bristol May 31 Chilton & Green-Armytage, Bristol
ARNOLD, WILLIAM HENRY, Lieutenant R N June 25 Spottiswoode, Craven st
ASHLEY, ANN, Hoole, Chester June 23 Bate, Tarporley
ASHLEY, MARY, Hoole June 23 Bate, Tarporley
BARWELL, WALTER STANLEY, Liverpool, Gent June 30 Bateson & Co, Liverpool
BRAUMONT, JOHN, Barnsley, Joiner June 6 Horsfield, Barnsley
BENN, BETSY, Leicester June 23 Williams, Leicester
BODDY, WILLIAM PERKINS, Brixton July 31 Storey & Cowland, Theobald's rd
BRITTON, JOHN, Barnsley, Warehouseman June 30 Rodgers & Co, Sheffield
BROOKS, JAMES, Brighton, Licensed Victualler June 15 Trevor Pollard & Co, Brighton
BULLAN, WILLIAM ASHALL, Sheffield, Hairdresser July 2 Ryalls & Son, Sheffield
BURY, JOHN, Bewdley, Esq July 2 Baker & Co, Newton Abbot
BURY, LEONORA FRANCES, Bewdley, Widow July 2 Baker & Co, Newton Abbot
BURNETT, JOHN CASTLE, Bath, Hecior June 23 Bridges & Co, Red Lion sq
CATER, ANN, Minworth, Warwick June 23 Colmore & Monckton, Birmingham
CLARK, WILLIAM, Southampton Aug 4 Burland & Macturk, South Cave
CLARKE, WILLIAM CHARLES, Ealing, Esq June 24 Keighley & Co, Lincoln's inn fields
CLIFFORD, BARON DE, Victoria st June 30 Ingram & Co, Lincoln's inn fields
COOMBS, JAMES, Clapham, Gent June 25 Gedge & Co, Westminster
CORNISH, PHILIPPA MARY, Bath, Spinster July 10 Rooke & Coker, Bath
DEARDEN, THOMAS, Hebdon Bridge, Tailor July 6 Shaw, Hebdon Bridge
EARLE, WILLIAM, Knightsbridge, Watchmaker June 15 Bullock & Penny, Berkhampted
EARNSHAW, JANE, Hebdon Bridge, Widow July 6 Shaw, Hebdon Bridge
EYRE, MARY FRANCES, Ditchling, Sussex June 30 Witham & Co, Gray's inn sq
FISHER, GEORGE HUTCHINSON, Penkridge July 2 Slater & Co, Darlaston
GOTT, JANE, Slingsby June 30 Hudson, Middlesborough
GREY, WILLIAM, Deal July 1 Saxton & Morgan, Somerset st
HADDAN, ISABELLA, Mayfield June 30 Western & Sons, Essex st
HARRIES, OWEN WILLIAM, Dawley, Salop, Solicitor June 25 Harries & Co, Dawley
HEWER, ANN, Cheltenham June 23 Mullings & Co, Cirencester
HEWER, MARY, Cheltenham June 23 Mullings & Co, Cirencester
HILLS, JOSEPH SAMUEL, Bushby Heath, Miller July 10 Boydell, Gray's inn
HUNTER, JAMES GRAHAM CLARK, Newcastle upon Tyne, Engine Fitter July 1 Bird, Newcastle upon Tyne
JACOBS, JOEL, Swansea June 4 Leeder, Swansea
LEWIS, WILLIAM, Malvern, Victoria June 25 G S & H Brandon, Essex st
LITTLE, ANN, Scarborough June 23 Byron & Pollard, Harrogate
LAWRELL, WILLIAM, Clifton July 1 Salisbury & Griffiths, Bristol
LORD, JOHN, North Raucely, Farmer June 23 Jessop & Co, Sleaford
MACDONALD, JOHN MACDONALD, Brighton, Captain June 24 Chapman, New inn
MACQUINN, JOHN, Northampton July 1 Dennis & Faulkner, Northampton
MARTIN, REBECCA, Maidstone July 7 Farrer & Co, Lincoln's inn fields
MATTHEWS, MATTHEW, Blackwood, Mon, Butcher June 30 Bailhache & Co, Blackwood, Mon
MEADOWS, ELIZABETH, Broadway, Worcester July 5 Clayton & Co, Lancaster pl
MEREDITH, SOPHIA ELIZABETH, Southampton June 21 Page & Grierson, Southampton
NOBLE, JOHN, Watton, Esq June 30 Sworder & Longmore, Hertford
NUTTALL, GEORGE, Ecclesfield, Stone Merchant June 26 Smith & Co, Sheffield
O'NEILL, DANIEL, Bootle, Master Mariner July 21 Harrison, Liverpool

OSBOURNE, FANNY, Stevenage June 22 Gamlen & Burdett, Gray's inn sq
PATRICK, ELEANOR, Hebburn June 25 Bell & Sons, Sunderland
PEMBERTON, WALTER HAMILTON, Denton, Esq June 30 Hazard & Pratt, Harleston
PENDLEBURY, MARTHA, West Leigh, Provision Dealer June 4 Heald & Son, Wigan
PRITCHARD, ROBERT, Holyhead, Draper June 16 Lloyd Griffith, Holyhead
PURNELL, ANNA ABERDURY, Strawberry hill, Widow June 22 Sherwood, Bedford row
SHELDON, SAMUEL, Buckland Brewer, Devon June 30 Matthews, Tarrington
SPENCE, JAMES, Birkenhead June 30 Alsop & Co, Liverpool
STANNIER, AZZARIAH, Cranage June 21 Stringer, Sandbach
WAKE, BERNARD, Sheffield, Esq July 14 Maxfield, Sheffield
WILKINSON, ANNE BROWN, Sheffield, Spinster July 25 Clark, Chesterfield
WILSON, RALPH, Burdon, Durham, Farmer June 23 Bell & Sons, Sunderland
WINKWORTH, HENRY WILLIAM, Kentish Town, Gent June 22 Taylor & Taylor, New Broad st

London Gazette.—TUESDAY, May 29.

ABUD, FRANCES, Ealing June 21 Hughes & Bartlett, Lincoln's inn fields
BALDING, JAMES, Wrentham June 30 Wheatly & Co, Strand
BATE, THOMAS, Upton Park, Chester, Gent June 23 Bate, Tarporley
BOHE, CAROLINE CRANCH, Portsea July 1 Edgcombe & Co, Portsea
BRIDE, ELIZABETH, Leeds June 30 Scott, Leeds
BROOKWELL, JAMES, Haigh, Farmer July 4 Johnson, Wigan
BROWN-BORTHWICK, REV ROBERT, Clapham Rise June 30 Day & Son, Great George st
CALLEY, JOHN DIGBY, 8 Kennington, Captain July 12 Scott, Coleman st
CHYNOWETH, JOHN, Holland park, Esq June 30 Jordan & Son, Victoria st
CLARKE, WILLIAM BARNARD, Nostell, York, M.D. June 30 Jennings & Howard, Felix-stowe
COTTERELL, ELIZA, Bognor July 1 Staffurth & Staffurth, Bognor
CROWTHER, SAMUEL, Leeds, Storekeeper August 1 Hewson, Leeds
DALGETY, FREDERICK GONNERMAN, Lockerley Hall, Esq June 23 Lawrence & Co, New square
DEAN, JAMES, Liscard, Gentleman June 25 Cross, Liverpool
DELME, SEYMOUR ROBERT, Fareham, Esq July 1 Beachcroft & Co, Theobald's rd
DENNIS, GEORGE BLATCHFORD, Winkleigh, Devon, Yeoman July 31 Burd & Co, Okehampton
EDGCOMBE, THOMAS SMITH, Southsea, Gent July 1 Edgcombe & Co, Portsea
FARRAR, CHARLES, Halifax, Stone Merchant July 9 Farrar, Halifax
FREEMAN, WILLIAM THOMAS, Beckford, Captain July 10 Shute & Swinson, Birmingham
FRESCI, WILLIAM ALGERNON, Cromwell rd, Esq July 9 Radcliffe & Co, Charing Cross
GIBSON, CHARLES, Newcastle on Tyne, Doctor July 7 Armstrong & Sons, Newcastle on Tyne
GIBSON, WILLIAM, Warrington, Builder July 12 Ridgway & Worsley, Warrington
GIFFORD, JOHN, Henbury, Farmer July 21 Crossman & Co, Thornbury
HAMBLY, SUSAN, West Looe, Cornwall, Widow July 6 Bond & Co, Plymouth
HILL, ELIZABETH, Spalding, Farmer June 25 Calthrop & Bonner, Spalding
HOPKINS, FREDERICK WILLIAM, Henbury, Farmer July 21 Crossman & Co, Thornbury
HUGHES, RICHARD, Onslow sq, Gent July 7 Morten & Co, Newgate st
KILCOTTE, ANNE MARIA, Sheffield, Widow July 10 Oxley & Coward, Rotherham
LACLOTTE, FRANCOIS FELIX, Buckingham st, Carman Nov 30 Newton & Co, 61 Marlborough st
LARKIN, HENRY WILLIAM, Bilston July 5 Tildesley, Bilston
LEE, GEORGE, Birmingham, Tool Maker July 1 Smith & Co, Birmingham
LOWE, HERBERT, Ripley, Contractor June 12 Thurman & Co, Ilkerton
PREKINS, WILLIAM BRACEY, Eltham Green, Gent July 20 Bartlett & Co, Cannon st
POOL, AUGUSTA ANNE, Brighton, Widow June 30 Hayilar, Brighton
POWELL, JAMES WILTON HULME, Honor Oak June 30 Robinson & Wilkins, King's Arms yard
RADCLIFF, WILLIAM, Torquay, Gent June 25 Snow & Co, 64 St Thomas Apostle
RIDDER, ARTHUR FELIX, Exeter, Gent July 10 J & S P Pope, Exeter
ROLLSTON, ANN GREEN GERTRUDE, Hyde park ter, Spinster Aug 1 Bloxham & Co, Birmingham
RYCROFT, SIR NELSON, Kempshott Park, Bart July 1 Kendall & Co, Carey st
SLADDIN, ORLANDO, Brighouse, Tailor Aug 13 Barber & Oliver, Brighouse
SOUTHERN, THOMAS, Southport, Gent July 1 Cooper & Sons, Manchester
SOWDER, JOHN, Halifax, Farmer June 16 Jubb & Co, Halifax
STAIN, ROBERT, Upper Hardres, Gent July 6 Stillwell & Harby, Dover
STEDALL, EDWARD, Leytonstone July 4 Chapple & Co, Carter lane
TAYLOR, JOHN, Gosforth, Yeoman July 1 Brookbank & Co, Whitehaven
TOPHAM, MARY ANN, Whalley June 30 Gaultier, Fleetwood
TURNER, BENJAMIN BRECKWELL, Haymarket July 1 Miller & Co, Saville row
VERNON, REV HENRY GEORGE, Liverpool July 1 F I & J C Warner, Winchester
WATKINS, JOHN, Faringdon, Grocer July 7 Crowdy & Son, Faringdon
WATKINS, MARY ANN, Faringdon July 7 Crowdy & Son, Faringdon
WEES, ANNA, Thornbury July 6 Crossman & Co, Thornbury
WHITCUP, ELIZABETH, Knaresborough June 30 Powell & Co, Knaresborough
WICKHAM, SARAH, Thornbury July 21 Crossman & Co, Thornbury
WINTER, WILLIAM, Oxford st July 1 Saxton & Morgan, Portman sq
WOOD, CHARLES, Southport, Shoe Dealer April 9 Fride, Liverpool
WOOD, DAVID, Newport, Master Mariner July 3 George & Co, Cardigan

London Gazette.—FRIDAY, June 1.

BANISTER, JOHN, East Ham, Gent June 30 Ashbridge, Whitechapel rd
BEARD, JOHN MARSH, Chalfey, Sussex, Draper June 23 Lewis & Holman, Lewes
BIDDLE, HENRY, Birmingham, Butcher June 30 Lane & Clutterbuck, Birmingham
BIRLEY, ANNE, Kirkham July 14 Dickson, Kirkham

BRICKLEY, HENRY, Lower Broughton, Manchester, Gent	Aug 1	Rylance & Son, Manchester
CAUDWELL, JEMIMA, Wantage	June 30	Ormond, Wantage
CHARLES, THOMAS CRANFORD, Victoria st, Doctor	June 30	Church, Fenchurch st
COATES, WILLIAM, 64 Yarmouth, Currier	June 23	Hatner & Ruddock, 64 Yarmouth
COHEN, GUSTAV, Manchester, Merchant	July 4	Gresham & Co, Old Jewry chmbrs
EDWARDS, GEORGE, Carlton Colville, J P	June 24	Norton & Co, Lowestoft
KELES, EDWARD WILLIAMS, Uxbridge	July 2	Gardiner & Son, Uxbridge
ELLAMOTT, JOHN HOSKING, Teignmouth, Gent	July 28	Wareing & Co, Liverpool
FORESTER, Lady MARIA, Richmond	June 30	Dixon & Co, Savoy Mansions
GREENWELL, MARY ANNE, Beckenham, Widow	July 30	Poole & Son, Bridgewater
GRICE, HENRIETTA CHARLOTTE, Leighton Buzzard, Spinster	July 5	Brookbank & Co, Whitehaven
GULDALL, JOSEPH, Essex at	July 26	Guedalla & Cross, Essex at
GUSTON, CAROLINE, Huntingdon	June 30	Hunnybun & Sons, Huntingdon
HARTLEY, ARNOLD, Hyde	June 12	Smith, Hyde
HARRIS, SILVIA, Broad st, W	July 1	Falkner, Blackheath
HARROP, CHARLES THOMAS, Cambridge, Butcher	June 30	Foster, Cambridge
HATNER, CAROLINE, Rochester	July 9	Haymen, Lancaster place
ILES, WILLIAM, Brixton, Slate Merchant	July 1	Thatcher, Essex st
JESSOP, WILLIAM, Lepton, York, Poultry Dealer	June 20	Jones, Huddersfield
KENN, MATILDA, Amsbury	June 24	Dixon, Pewsey
KENN, WILLIAM COVE, Amsbury, Wilts	June 24	Dixon, Pewsey
LIDDELL, MARGARET, Beadell	July 1	Bird, Newcastle upon Tyne
LOCKHART, HUMPHRY CAMPBELL, Weston, Somerset, Gent	July 14	Dyer, Bath
LOX, JOHN, Halifax	June 23	Hoyle, Sowerby Bridge
MACKENZIE, Major FREDERICK GORDON, Berkeley sq	July 1	Bompas & Co, Great Winchester st
MARTIN, EMMA, Ealing	July 1	Smelt, Lancaster pl
MATHEW, EMILY, Walmer	July 6	Kingsford & Co, Canterbury
McGORTY, HUGH, Jarrow, Brick Manufacturer	July 20	Stobo & Livingston, Newcastle on Tyne
MITCHESON, JOHN MONCASTER, Stratford, Gent	Aug 3	F W & H Hilbery, Great St Helena
MORGAN, JOHN, Clerkenwell, Gent	July 6	Roberts & Evans, Aberystwyth
OVERY, CHARLES, Tanbridge Wells, Kent, Gent	July 7	Apps, Strand
ORD, FREDERICK WILLIAM CRAVEN, Colchester, Major-General	June 25	Wattens, G Russell st
PEARMAN, CLARA ANN, Camden Town	July 21	Leggatt & Co, Gray's inn
PRESOTT, MARIA, Brighton	July 14	Clowes & Co, King's Bench walk
READ, WILLIAM, Minsing lane	July 10	Janison & Co, Finsbury circus
REINHAGEN, EDMUND, Liverpool, Clerk	June 30	Batemans & Co, Liverpool
SMITH, EMMA, Helpingham, Widow	June 30	Jessop & Co, Sleaford
SHAFTE, ROBERT JAMES, Lincoln's inn, Barrister at Law	July 16	Bayley & Co, Tooley st
SPENCER, FRANCIS, Bath, Gent	June 24	Dixon, Pewsey
SQUIRRELL, RICHARD PEARSON, Brixton	June 30	Lovell, Finsbury sq
STRONGER, EDGAR FISCHBACK, South Kensington	July 4	Gresham & Co, Old Jewry chmbrs
THOMPSON, EDWARD, Leeds	June 30	Nelson & Co, Leeds
TILLY, THOMAS, Avebury, Wilts, Baker	June 24	Dixon, Pewsey, Wilts
TOWLER, CHARLES BLAKEBROUGH, Ashton under Lyne, Cotton Twister	July 4	Whitworth, Ashton under Lyne
VIAN, WILLIAM JOHN DALTON, Beckenham	July 22	Layard, Chancery lane
VIDART, ALEXANDER JOHN, St James's st, Colonel	July 2	Bridgman & Willcocks, College Hill
WHALLINGER, AMELIA ANNE, Ootacamund, India	June 30	Hays & Co, Abchurch lane
WEBSTER, WILLIAM, Norwich, Gent	June 9	Culley, Norwich
WEIGHILL, JOHN, Sunderland	June 21	Storey, Sunderland
WILDS, ROBERT FRIDAY, Birmingham	July 9	Snow & Atkins, Birmingham
WINKLEY, ELIZABETH DAMARIS, Hartow on the Hill	July 9	Crump & Son, Philpot lane
WOLFF, FERDINAND, Copenhagen, Denmark	July 9	Crump & Son, Philpot lane
WYATT, MAURICE, Beaminster	July 1	Allen & Edwards, Gt Winchester st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 1.

RECEIVING ORDERS.

ABBOTT, JOHN JAMES, Tottenham, Insurance Broker	High Court	Pet May 11	Ord May 28
BIRLING, JULIUS OTTO, Balham, Tailor	High Court	Pet April 11	Ord May 29
BREWER, WALTER WILLIAM, Gt Yarmouth, Tailor	Gt Yarmouth	Pet May 29	Ord May 29
CARRINGTON, WILLIAM HOWARD, Gt Grimsby, Smack-owder	Gt Grimsby	Pet May 29	Ord May 29
CHARTLER, JAMES THOMAS, Billingshurst, Builder	Brighton	Pet May 30	Ord May 30
COLE, ARTHUR, and JOHN ADOCK, Mark lane, Rice Millers	High Court	Pet April 27	Ord May 28
DASS, HECTOR, Gt Grimsby, Smackowner	Gt Grimsby	Pet May 26	Ord May 26
DATIN, RICHARD BIRCH, Birmingham, Licensed Victualler	Birmingham	Pet May 26	Ord May 26
DUGGLAS-SCOTT-MONTAGU, ROBERT HENRY, Piccadilly	High Court	Pet March 30	Ord May 28
DWELLEY, CHARLES RICHARD, Bow rd, Van Builder	High Court	Pet May 30	Ord May 30
EADY, WILLIAM CHARLES, Kilburn, Builder	High Court	Pet May 29	Ord May 29
EARLE, THOMAS, Butchers pk rd, Undertaker	Wandsworth	Pet May 30	Ord May 30
FOKETT, CHARLES, East Finchley, Butcher	Barnet	Pet May 26	Ord May 26
GARRIGAN, JOHN CHARLES, Southport, Fruiterer	Liverpool	Pet May 28	Ord May 28
GOOD, MATTHEW, Highbury, Timber Dealer	Gt Grimsby	Pet May 26	Ord May 26
GREEN, JOHN ROBERT, Haworth, Blacksmith	Bradford	Pet May 28	Ord May 28
GRIFFITHS, RICHARD MAXWELL, Chester, Grocer	Chester	Pet May 17	Ord May 28
HACKETT, ARTHUR, Birmingham, Hoiser	Birmingham	Pet May 19	Ord May 28
HARRISON, WILLIAM, Droitwich, Beerhouse Keeper	Worcester	Pet May 28	Ord May 28
HARRITY, JOHN, Gt Ravely, Hunts, Farmer	Peterborough	Pet May 30	Ord May 30
HARLEY, THOMAS ROBERT, Leeds, Innkeeper	Leeds	Pet May 29	Ord May 29
HOWE, WILLIAM JOHN, Gt Grimsby, Smackowner	Gt Grimsby	Pet May 26	Ord May 26
HOGGOTT, ALBERT, Bechill on Sea, Plumber	Hastings	Pet May 19	Ord May 29
JOHNSTON, JAMES ANNANDALE, Upper Norwood	High Court	Pet Feb 13	Ord May 25
KERRAN, JAMES HOGGOTT, Richmond, Gent	Wandsworth	Pet May 26	Ord May 26
LAMB, WILLIAM JOHN, Kingston upon Hull, Timber Merchant	Kingston upon Hull	Pet May 29	Ord May 29
LAWRENCE, MARY EVELINE, South Norwood, Widow	Croydon	Pet May 29	Ord May 29
LONG, GEORGE FREDERICK, Old Broad st, Stock Broker	High Court	Pet May 16	Ord May 30
MANN, THOMAS JONAS, Walsworth, Clerk	High Court	Pet May 29	Ord May 29
MONTAGU, MRS. N, Maiden Vale, Widow	High Court	Pet May 6	Ord May 30
MOURNARD, EUGENE THIBERT, Regent's Park, Hotel Keeper	High Court	Pet May 11	Ord May 30
OVERSON, JOHN HAYLOCK, Long acs, Public house Manager	High Court	Pet May 29	Ord May 29

PARKER, JOHN HENRY EDWARD, Birmingham, Draper	Birmingham	Pet May 30	Ord May 30
PATTISON, THOMAS, Gateshead, Farmer	Newcastle on Tyne	Pet May 29	Ord May 29
PRIDMORE, THOMAS WEBSTER, Addle st, Silk Merchant	High Court	Pet May 28	Ord May 28
PRIESTLEY, JOHN, Bradford, Grocer	Bradford	Pet May 29	Ord May 29
ROBERTS, EDWARD JOHN, Bethesda, Butcher	Bangor	Pet May 29	Ord May 29
ROPER, THOMAS, Bradford, Innkeeper	Bradford	Pet May 9	Ord May 29
SCULLIFFE, FRED, Blackburn, Bootmaker	Blackburn	Pet May 30	Ord May 30
TOWNSEND, JOHN WILLIAM, Shaftesbury, Cycle Manufacturer	Salisbury	Pet May 28	Ord May 28
VERNON, HENRY THOMAS, Swansea, Hairdresser	Swansea	Pet May 28	Ord May 28
WADE, JOSEPH, KIRBY, Cartier	Stourbridge	Pet May 28	Ord May 28
WEBB, SAMUEL JOSEPH, Manchester, Grocer	Manchester	Pet May 28	Ord May 28
WHITLOCK, JOHN, Midsomer Norton, Haulier	Wells	Pet May 29	Ord May 29

The following amended notice is substituted for that published in the London Gazette of the 22nd May:—
COOK, SAMUEL POAD, Plymouth, Bootmaker Plymouth and East Stonehouse Pet May 19 Ord May 19

FIRST MEETINGS.

ANDERSON, JAMES, Liverpool, Cooper	June 12 at 3 Off Rec, 35, Victoria st, Liverpool
ATKIN, JOHN MORELL, Reading, Confectioner	June 9 at 12.30 Off Rec, 95, Temple chmbrs, Temple avenue
BACON, JAMES, 8 Notmanston, Grocer	June 8 at 12 Off Rec, St James's chmbrs, Derby
BEALE, WILLIAM ABEL, Norton sub Hamdon, Grocer	June 8 at 1 Off Rec, Salisbury
BIRCH, BENJAMIN, Oldbury, Cab Proprietor	June 15 at 2.10 County Court, W Bromwich
BREWER, WALTER WILLIAM, Gt Yarmouth, Tailor	June 9 at 3.30 Off Rec, 8, King st, Norwich
BUTCHER, CHARLES, HENRY BUTCHER, and FRANK BUTCHER, Ecdesheld, Yorks, Ironfounders	June 8 at 4 Off Rec, Figgess lane, Sheffield
CATTIE, S MASHINGTON, W Kensington, Surgeon	June 8 at 12 Bankruptcy bldg, Carey st
CAMERON, H. A, Bareilly, India, Lieutenant	June 8 at 12.30 Bankruptcy bldg, Carey st
CANTHON, JAMES WALTER, Leeds, Clerk	June 8 at 11 Off Rec, 23, Park row, Leeds
CHRISTY, GEORGE ALFRED, Eastwood, Pork Butcher	June 9 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
COLES, E QUIN, Finsbury sq, Curate	June 9 at 11 Bankruptcy bldg, Carey st
DARLINGTON, HENRY JAMES, Wolverhampton, Baker	June 25 at 13 Off Rec, Wolverhampton
DAVIS, JOHN HENRY, Cardiff, Tailor	June 11 at 11 Off Rec, 29, Queen st, Cardiff
DIERKEN, WILLIAM, New Bond st	June 8 at 11 Bankruptcy bldg, Carey st
ELSON, WILLIAM, Kensington rd, Ladder Manufacturer	June 8 at 2.30 Bankruptcy bldg, Carey st
FLECK, J. A, Connaught st, Licensed Victualler	June 8 at 13 Bankruptcy bldg, Carey st
GATE, JOHN GULLINE, Denbury, Brush Manufacturer	June 9 at 3 Off Rec, Bank chmbrs, Batley
GODDARD, GEORGE, Edgware, Farmer	June 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
GOLDSWORTHY, JOHN, and WILLIAM GOLDSWORTHY, the younger, St Helena, General Contractors	June 13 at 2 Off Rec, 35, Victoria st, Liverpool
GREEN, JOHN ROBERT, Haworth, Blacksmith	June 12 at 11 Off Rec, 31, Manor row, Bradford
GUY, FREDERICK CHARLES, JAMES GUY, and WALTER GEORGE GUY, Brades Village, Stock Brokers	June 16 at 2 County Court, West Bromwich
HARRISON, JOHN SCHOLLICK, Bawtry in Furness, Blacksmith	June 3 at 11 Off Rec, 10, Cornwallis st, Bawtry in Furness
HILL, MARK, Warminster, Timber Merchant	June 14 at 13 Bath Arms, Warminster
HILL, WALTER, Bath, Hotel Keeper	June 14 at 3.30 Royal Station Hotel, Bath
HODGSON, JOHN HENRY, Leeds, Plumber	June 8 at 12 Off Rec, 22, Park row, Leeds
HOWARD, ALFRED, Stockport, Stone Merchant	June 8 at 11.30 Off Rec, County chmbrs, Market place, Stockport
JONES, JOHN, Llanwmonno, Innkeeper	June 8 at 12 Off Rec, Merthyr Tydfil
LAWRENCE, WALTER HENRY, Croydon, Outfitter's Salesman	June 11 at 12.30 24, Railway approach, London Bridge, S E
MATTHEWS, THOMAS CRIDFORD, St Mary Church, Builder	June 8 at 3 The Castle, Exeter
MILLER, ROBERT FRANK, Manchester, Baker	June 11 at 2.30 Ogden's chmbrs, Bridge st, Manchester
MILES, H F, Charles st, Major	June 11 at 11 Bankruptcy bldg, Carey st
MORGAN, JOSEPH DAVID LISBON, Leicester, Boot Manufacturer	June 8 at 12 Off Rec, 1, Berridge st, Leicester
NORMAN, C B, Cromwell rd, Captain	June 11 at 12 Bankruptcy bldg, Carey st
OVERTON, JOHN HAYLOCK, Long acs	June 14 at 12 Bankruptcy bldg, Carey st
PARKER, THOMAS, Southport, Upholsterer	June 11 at 3 Off Rec, 35, Victoria st, Liverpool
PETROSKY, JOSEPH, Swinton, Joiner	June 11 at 3 Ogden's chmbrs, Bridge st, Manchester
PILBEAM, EDWARD, Upstreet, Kent, Baker	June 15 at 12 Off Rec, 73, Castle st, Canterbury
PRIESTLEY, JOHN, Bradford, Grocer	June 12 at 12 Off Rec, 31, Manor row, Bradford
RUTHERFORD, JAMES, Fetter lane, Licensed Victualler	June 13 at 2.30 Bankruptcy bldg, Carey st
SHARLAND, ARTHUR HODGSON, Twickenham, Army Tutor	June 11 at 12 24, Railway app, London Bridge
SIEK, THOMAS WILTSHIRE, 55 Withins lane, Traveller	June 13 at 12 Bankruptcy bldg, Carey st
SOARES, DE SILVA, Twickenham, Gent	June 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
SWEETAPPLE, EDWARD, Carlisle, Paper Manufacturer	June 12 at 3 12, Lonsdale st, Carlisle
VERCO, MACKENZIE FARNALL, St Austell, Saddler	June 9 at 12.30 Off Rec, Bosawen st, Truro
WATTS, WALTER EDWIN, South Clapham rd, Licensed Victualler's Manager	June 11 at 1.30 Bankruptcy bldg, Carey st
WAUGH, ALEXANDER HENRY, Tottenham ct rd, Zinc Worker	June 11 at 11 Bankruptcy bldg, Carey st
WELHAM, ENNEST EDWARD, Lowestoft, Grocer	June 9 at 4 Off Rec, 8, King st, Norwich
WILEY, JOSEPH, Roystons, Yorks, Grocer	June 11 at 11.15 Off Rec, 3, Back Regent st, Batnaley

ADJUDICATIONS.

ARMSTRONG, THOMAS, and JOSEPH LATCOCK, Burnley, Smallware Dealers Burnley Pet April 30 Ord May 25
 BAILE, WILLIAM ABEL, Norion sub Hamdon, Grocer Yeovil Pet May 24 Ord May 29
 BIRCH, BENJAMIN, Oldbury, Cab Proprietor W Bromwich Pet May 2 Ord May 26
 BLAND, FRANCES MARIA, Brighton, Widow Brighton Pet April 27 Ord May 29
 BERNES, WALTER CHARLES, Gt Yarmouth, Tailor Gt Yarmouth Pet May 29 Ord May 29
 BUCKWORTH, THOMAS HALFORD, E Worlington, Clerk in Holy Orders Barnstable Pet April 27 Ord May 28
 CARRINGTON, WILLIAM HOWARD, Gt Grimsby, Smackowner Gt Grimsby Pet May 29 Ord May 29
 CASTIGLIONE, JAMES LAWRENCE, Crouch Hill, Commission Agent Edmonton Pet Feb 15 Ord May 23
 CHANTLER, JAMES THOMAS, Billingshurst, Builder Brighton Pet May 30 Ord May 30
 COOK, SAMUEL POAD, Plymouth, Bootmaker Plymouth Pet May 19 Ord May 30
 DARLINGTON, HENRY JAMES, Wolverhampton, Baker Wolverhampton Pet May 26 Ord May 30
 DASS, HECTOR, Gt Grimsby, Smackowner Gt Grimsby Pet May 28 Ord May 28
 EBLE, THOMAS, Battersea pk rd Wandsworth Pet May 30 Ord May 30
 EVANS, BETSY, Norton Woodseats Sheffield Pet April 16 Ord May 30
 FOSKETT, CHARLES, East Finchley, Butcher Barnet Pet May 26 Ord May 26
 GARRIGAN, JOHN CHARLES, Southport, Poulterer Liverpool Pet May 28 Ord May 28
 GOOD, MATTHEW, Habrough, Timber Leader Gt Grimsby Pet May 26 Ord May 26
 GREEN, JOHN ROBERT, Haworth, Blacksmith Bradford Pet May 28 Ord May 28
 HARRISON, WILLIAM, Droitwich, Beerhouse Keeper Worcester Pet May 28 Ord May 28
 HARRITT, JOHN, Great Ravely, Farmer Peterborough Pet May 20 Ord May 30
 HARTLEY, THOMAS ROBERT, Leeds, Innkeeper Leeds Pet May 29 Ord May 29
 HOWE, WILLIAM JOHN, Gt Grimsby, Smackowner Gt Grimsby Pet May 26 Ord May 26
 KIERNAN, JAMES HUGHOTON, Richmond, Gent Wandsworth Pet May 28 Ord May 28
 LAMB, WILLIAM JOHN, Kingston upon Hull, Timber Merchant Kingston upon Hull Pet May 29 Ord May 29
 LAWRENCE, WALTER HENRY, Croydon, Outfitter's Salesman Croydon Pet May 22 Ord May 29
 OVERTON, JOHN HAYLOCK, Long acre, Public house Manager High Court Pet May 25 Ord May 28
 POTTS, HENRY, Southampton, Grocer Southampton Pet May 11 Ord May 26
 PENFOLD, EDWARD JOHN, Horley, Bootmaker Croydon Pet May 17 Ord May 26
 PRESTON, WILLIAM, Christchurch, Farmer Poole Pet May 22 Ord May 28
 PRIESTLEY, JOHN, Bradford, Grocer Bradford Pet May 29 Ord May 29
 ROBINSON, ALFRED, Burnley, Livery Stable Proprietor Burnley Pet May 11 Ord May 20
 RUDD, JOHN THOMAS, Hartlepool, Labourer Sunderland Pet May 23 Ord May 24
 STRIKE, CHARLES, Winkfield, Builder Windsor Pet Mar 22 Ord May 29
 SUMNER, JOHN, Bickley, Chew, Farmer Nantwich Pet April 26 Ord May 28
 SUTCLIFFE, FRED, Blackburn, Boot Maker Blackburn Pet May 30 Ord May 30
 THOMPSON, ALBERT FREDERICK, Brockley, Stationer Greenwich Pet Mar 2 Ord May 25
 VERNON, HENRY THOMAS, Swansea, Hairdresser Swansea Pet May 28 Ord May 28
 WEBB, SAMUEL JOSEPH, Manchester, Grocer Manchester Pet May 28 Ord May 28
 WHITLOCK, JOHN, Midsummer Norton, Haulier Wells Pet May 28 Ord May 29

ADJUDICATIONS ANNULLED.

BAKTER, WILLIAM, Birmingham, Pork Butcher Birmingham Adj'd Sept 17, 1893 Annul May 24, 1894
 NASH, HENRY RANSOME, Ashton on Mersey, Banker Manchester Adj'd May 12, 1894 Annul May 25

London Gazette.—TUESDAY, JUNE 5.

RECEIVING ORDERS.

ADAMS, WILLIAM WALTER ANDERSON, Oxford, Fishmonger Oxford Pet May 31 Ord May 31
 BALDWIN, GEORGE WILLIAM, Dover, Artist Canterbury Pet June 2 Ord June 2
 BARROS, ELI, Thornaby on Tees Stockton on Tees Pet June 1 Ord June 1
 BECKWITH & CUNDALL, Doncaster, Printers Sheffield Pet May 3 Ord May 31
 BIRCH, GEORGE WILLIAM, Birmingham, Oil Manufacturer Birmingham Pet June 2 Ord June 2
 BROWN, GEORGE WILLIAM, Newland, Coal Dealer Lincoln Pet May 31 Ord May 31
 BRUNDLE, FREDERICK, Diss, Horse Dealer Ipswich Pet June 1 Ord June 1
 CARBUTHERS, THOMAS, Kingsland, Draper High Court Pet May 31 Ord May 31
 CLARKE, CHARLES, Ashbourne, Butcher Burton on Trent Pet May 28 Ord May 30
 COX, WILLIAM, Thame, Baker Oxford Pet June 2 Ord June 2
 CRAIK, HENRY JOSEPH, Cliffe, Yorks, Market Gardener York Pet June 1 Ord June 1
 FAGG, HARRISON, Wandsworth, Builder High Court Pet Feb 28 Ord June 1
 FIELDER, THOMAS HENRY, Holloway rd, Costumier High Court Pet May 25 Ord May 31

FLEW, JOHN FRANCIS, W Kensington, Builder High Court Pet April 19 Ord June 1
 FITTICK, G V, W Hampstead, Gent High Court Pet April 12 Ord June 1
 FOTHERGILL, HENRY, Cardiff, Tobaccoist Cardiff Pet May 29 Ord May 30
 GIBSON, GEORGE, Northampton, Commission Agent Wakefield Pet June 1 Ord June 1
 GOOSE, ROBERT, Southend, Clerk Chelmsford Pet May 31 Ord May 31
 GREENFELL, PARSON ST LESGER, Mayfair, Merchant High Court Pet June 1 Ord June 1
 HALLIDAY, ROBERT, W Harlepool, Farmer Stockton on Tees Pet June 1 Ord June 1
 HARDY, THOMAS, W Cornforth, Innkeeper Durham Pet June 1 Ord June 1
 HARRIS, WILLIAM, Kensington, Grocer High Court Pet May 31 Ord May 31
 HIRST, REBECCA, Leeds, Grocer Leeds Pet May 30 Ord May 30
 JACKSON, THOMAS WILLIAM, Leeds, Tobaccoist Leeds Pet June 1 Ord June 1
 JORDAN, MARY ANN, Pontypriid, Boot Dealer Pontypriid Pet June 1 Ord June 1
 JORDAN, THOMAS, Engineer High Court Pet Mar 2 Ord June 1
 LEWIS, SIMON, and DAVID WHITNEY, Carmarthen, Boot Dealers Carmarthen Pet June 2 Ord June 2
 LLOYD, DAVID, BENJAMIN LLOYD, and THOMAS LLOYD, Swansea, Lame & Burners Swansea Pet May 21 Ord June 1
 MACCONKEY, GEORGE FREDERICK, Putney, Banker's Clerk High Court Pet June 1 Ord June 1
 MARLOW, JOHN HENRY, Walsall, Bone Bruah Manufacturer Walsall Pet May 31 Ord May 31
 MILBURN, WILLIAM JOHNSTON, Dewsbury, Printer Dewsbury Pet May 31 Ord May 31
 MILLS, WILLIAM, Penkotes, Bransford Salford Pet May 31 Ord May 31
 MOORE, FREDERICK, Kidderminster, Ironmonger Kidderminster Pet May 28 Ord May 28
 MOORE, JOHN, Stoke upon Trent, Publican Stoke upon Trent Pet May 31 Ord May 31
 PHIPPS, FRANCIS, Shrewsbury, Iron Broker Shrewsbury Pet June 1 Ord June 1
 PRICE, JOHN, Walsall, Farmer Walsall Pet May 26 Ord May 26
 RANBY, JOHN STEPHENSON, Abergeveny Tredegar Pet May 29 Ord May 30
 RANDALL, HENRY GEORGE, Bournemouth, Music Seller Poole Pet May 31 Ord May 31
 REED, JAMES BOYD, Carlisle, Tailor Carlisle Pet June 2 Ord June 2
 RICHARDS, GEORGE HENRY, Dartford, Poulterer Rochester Pet June 2 Ord June 2
 RICHARDSON, CHARLES RIDE, Shottle, Derby, Butcher Derby Pet June 1 Ord June 1
 SANDERSON, JOSEPHINE, Salthurn, Widow Stockton on Tees Pet May 30 Ord May 30
 SAUNDERS, CHARLES STEPHEN, Fulham, Tailor High Court Pet May 9 Ord May 31
 SAVILLE, FRED, Leeds, Greengrocer Leeds Pet May 30 Ord May 30
 SKINNER, HENRY CLIFFORD, Falmouth, Dairyman Truro Pet May 31 Ord May 31
 SMART, WILLIAM, Kirby in Ashfield, Bootmaker Nottingham Pet May 31 Ord May 31
 SMITH, THOMAS WILLIAM, Camberwell rd, Auctioneer High Court Pet June 1 Ord June 1
 STAMP, ELIZABETH ANN MARGARET, and FRANCIS BOWER BOYNTON, Hartgate, Sauce Makers York Pet June 2 Ord June 2
 STOKERHILL, TOM, Leeds, Cabinet Maker Leeds Pet May 31 Ord May 31
 TURNER, GEORGE, Low Spennymoor, Contractor Durham Pet June 2 Ord June 2
 VANDERLIL, JAMES, Midhurst, Butcher Brighton Pet May 31 Ord May 31
 VITORIA, JOSE FELIX, Camden rd High Court Pet Feb 25 Ord May 7
 WATSON, JOHN, Fenchurch bldgs, Merchant High Court Pet June 1 Ord June 1
 WRIGHT, HENRY WILBY, Temple, Barrister High Court Pet June 1 Ord June 1

FIRST MEETINGS.

ALLSOPP, GEORGE, Pontnewynydd, Beerhouse Keeper June 12 at 12.30 Off Rec, Gloucester Bank chambers, Newport, Mon
 BEVAN, ALFRED, Birmingham, Public house Broker June 14 at 11 25, Colmore row, Birmingham
 BODSWORTH, SAMUEL, Luton, Licensed Victualler June 14 at 10 45 Court house, Luton
 CANNER, WILLIAM, Ashby de la Zouch, Builder June 13 at 11.30 Midland Hotel, Station st, Burton on Trent
 CARRINGTON, WILLIAM HOWARD, Gt Grimsby, Smackowner June 13 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
 CLARKE, CHARLES, Ashbourne, Grocer June 13 at 11 Midland Hotel, Station st, Burton on Trent
 COLLINS, JOHN JAMES, Scarborough, Tea Merchant June 13 at 11.30 Off Rec, 74, Newborough st, Scarborough
 COX, SARAH ANNE, Egrington, Sack Merchant June 13 at 3 Off Rec, 33, Victoria st, Liverpool
 CRAIK, HENRY JOSEPH, Cliffe, York, Market Gardener June 14 at 11 Off Rec, 25, Stone gate, York
 DASS, HECTOR, Great Grimsby, Smackowner June 13 at 12 Off Rec, 16, Osborne st, Great Grimsby
 DAVIES, RICHARD THOMAS, Whitechurch, Publican June 12 at 3 Off Rec, Merthyr Tydfil
 DUNKLEY, ALFRED, Northampton, Boot Manufacturer June 12 at 11 County Court bldgs, Northampton
 GIBSON, GEORGE, Northampton, Commission Agent June 12 at 11 Off Rec, Bond terrace, Wakefield
 GOOSE, MATTHEW, Habrough, Timber Leader June 13 at 11 Off Rec, 15, Osborne st, Great Grimsby
 GROOM, WILLIAM, Hatfield, Plumber June 13 at 3 Off Rec, 25, Temple chambers, Temple avenue, E C

HARRITT, JOHN, Great Ravely, Farmer June 22 at 12 Law Courts, New 1d, Peterborough
 HENDERSON, JOHN, Aycliffe, Durham, Cattle Dealer June 13 at 3 Off Rec, 8, Albert rd, Middlesborough
 HOWE, WILLIAM JOHN, Grimsby, Smackowner June 13 at 12.30 Off Rec, 15, Osborne st, Great Grimsby
 JONES, THOMAS EDWARD, Llanfairisger, Schoolmaster June 14 at 3 Crypt chambers, Chester
 LAWRENCE, JANE, Luton, Straw Hat Manufacturer June 14 at 11.15 Court house, Luton
 MASON, THOMAS JOSEPH, Walworth, Clerk June 14 at 11 Bankruptcy bldgs, Carey st
 MILLS, WILLIAM, Fendleton, Bransford June 13 at 3 Ogden's chambers, Bridge st, Manchester
 MORTON, NELLIE, Malda Vale, Widow June 14 at 2.30 Bankruptcy bldgs, Carey st
 ORMAN, SIMON, Blazevon, Clothier June 13 at 12 Off Rec, Merthyr Tydfil
 PATEY, THOMAS, Fawley, Berks, Publican June 13 at 12 Off Rec, 26, Temple chambers, Temple avenue
 PENFOLD, EDWARD JOHN, Horley, Bootmaker June 12 at 11.30 24, Railway approach, London Bridge
 PHILLIPS, THOMAS WHITLOCK, Newport, Innkeeper June 12 at 12 Off Rec, Gloucester Bank chambers, Newport, Mon
 PHIPPS, FRANCIS, Shrewsbury, Metal Broker June 15 at 11 Off Rec, Talbot chambers, Shrewsbury
 PRIDMORE, THOMAS WESTER, Richmond, Silk Merchant June 21 at 2.30 Bankruptcy bldgs, Carey st
 PREITCHARD, WILLIAM JOHN, Llangybi, Draper June 14 at 2.30 Crypt chambers, Chester
 REED, JAMES BOYD, Carlisle, Tailor June 15 at 12 12, Lonsdale st, Carlisle
 RUDD, JOHN THOMAS, Hartlepool, Labourer June 14 at 3.30 Off Rec, 25, John st, Sunderland
 SMITH, ALBERT, Great Grimsby, Corn Merchant June 13 at 10.30 Off Rec, 15, Osborne st, Great Grimsby
 STAMP, ELIZABETH ANN MARGARET, and FRANCIS BOWER BOYNTON, Hartgate, Sauce Makers June 14 at 12.30 Off Rec, 25, Stonegate, York
 STEER, ABRAHAM, and GEORGE JAMES STEER, Chertsey, Builders June 13 at 12.30 24, Railway app, London Bridge
 STURFIELD, F E, Coleman st, Wool Broker June 14 at 12 Bankruptcy bldgs, Carey st
 TRALE, ALFRED, Leeds, Fruiterer June 13 at 11 Off Rec, 22, Park row, Leeds
 VERNON, HENRY THOMAS, Swansea, Hairdresser June 13 at 12 Off Rec, 31, Alexandra rd, Swansea
 WADDE, JOSHUA, Kivver, Staffs, Carrier June 12 at 2 Talbot Hotel, Stourbridge
 WATSON, ROBERT, Darlington, Hatter June 13 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ABBOTT, JOHN JAMES, Tottenham, Insurance Broker High Court Pet May 1 Ord June 1
 ADAMS, WILLIAM WALTER ANDERSON, Oxford, Fishmonger Oxford Pet May 31 Ord May 31
 BALDWIN, GEORGE WILLIAM, Dover, Artist Canterbury Pet June 2 Ord June 2
 BARROS, ELI, Thornaby on Tees, Bottle Manufacturer Stockton on Tees Pet May 31 Ord June 1
 BIRCH, JOHN, Liverpool, Timber Merchant Liverpool Pet May 5 Ord May 31
 BOLT, JOSEPH ELTON, Stockport, Engineer Stockport Pet March 22 Ord May 31
 BROWN, GEORGE WILLIAM, Newland, Lincoln, Coal Dealer Lincoln Pet May 31 Ord May 31
 BRUNDLE, FREDERICK, Diss, Horse Dealer Ipswich Pet June 1 Ord June 1
 CHECKLEY, JONAS, Walsall, Baker Walsall Pet May 5 Ord May 31
 CLARKE, CHARLES, Ashbourne, Pork Butcher Burton on Trent Pet May 28 Ord June 2
 COX, WILLIAM, Thame, Baker Oxford Pet June 1 Ord June 2
 CRAIK, HENRY JOSEPH, Cliffe, York, Market Gardener York Pet June 1 Ord June 1
 DWELLEY, CHARLES RICHARD, Bow rd, Van Builder High Court Pet May 30 Ord May 30
 FARDELL, JAMES RICHARD, Minories, Builder High Court Pet May 4 Ord May 31
 FOTHERGILL, HENRY, Cardiff, Tobaccoist Cardiff Pet May 30 Ord May 30
 GIBSON, GEORGE, Northampton, Commission Agent Wakefield Pet June 1 Ord June 1
 GOOSE, ROBERT, Southend, Clerk Chelmsford Pet May 30 Ord May 31
 HALLIDAY, ROBERT, West Hartlepool, Farmer Stockton on Tees Pet June 1 Ord June 1
 HARDY, THOMAS, West Cornforth, Innkeeper Durham Pet May 30 Ord June 1
 HENWERY, CHARLES HENRY, Victoria st, Actor High Court Pet Dec 12 Ord May 30
 HIRST, REBECCA, Leeds, Grocer Leeds Pet May 30 Ord May 30
 JACKSON, THOMAS WILLIAM, Leeds, Tobaccoist Leeds Pet June 1 Ord June 1
 JORDAN, MARY ANN, Pontypriid, Boot Dealer Pontypriid Pet June 1 Ord June 1
 KENNEDY, LEWIS BESSON, Chelsea High Court Pet March 25 Ord May 30
 MASON, THOMAS JOSEPH, Walworth, Clerk High Court Pet May 30 Ord June 1
 MCCORMACK, W HENRY, Fulham, Officer High Court Pet March 25 Ord May 30
 MILBURN, WILLIAM JOHNSTON, Dewsbury, Printer Dewsbury Pet May 31 Ord May 31
 MILLS, WILLIAM, Fendleton, Bransford Salford Pet May 31 Ord May 31
 MITCHELL, GEORGE HENRY, Halifax, Draper Halifax P.O. May 24 Ord June 1
 MOORE, JOHN, Stoke upon Trent, Publican Stoke upon Trent Pet May 31 Ord May 31
 MORRIS, PHILIP, Abergeveny, Auctioneer Tredegar Pet May 17 Ord June 1

MORTON, NELLIE, Maida Vale, Widow High Court Pet May 5 Ord June 1
 MOUNARD, EUGENE THIERRY, Colosseum ter, Hotel Keeper High Court Pet May 11 Ord June 1
 PHIPPS, FRANCIS, Shrewsbury, Metal Broker Shrewsbury Pet June 1 Ord June 1
 POWELL, CHARLES THOMAS, and JOHN DUDLEY WATKINS, Abergavenny, Painters Tredegar Pet May 25 Ord May 30
 RAMSAY, JOHN STEPHENSON, Abergavenny Tredegar Pet May 29 Ord May 30
 RANDALL, HENRY GEORGE, Bournemouth, Hair Dresser Poole Pet May 31 Ord May 31
 REED, JAMES BOYD, Carlisle, Tailor Carlisle Pet June 2 Ord June 2
 RICHARDS, GEORGE HENRY, Dartford, Poulterer Rochester Pet June 2 Ord June 2
 RICHARDSON, CHARLES RIDE, Shottle, Derby, Butcher Derby Pet June 1 Ord June 1
 SANDESON, JOSEPHINE, Salisbury, Widow Stockton on Tees Pet May 22 Ord May 30
 SAVILLE, FRED, Leeds, Groengrocer Leeds Pet May 30 Ord May 30
 SKINNER, HARRY CLIFFORD, Falmouth, Farmer Truro Pet May 31 Ord May 31
 SMART, WILLIAM, Kirby in Ashfield, Bootmaker Nottingham Pet May 31 Ord May 31
 STOKER, TOM, Leeds, Cabinet Maker Leeds Pet May 31 Ord May 31
 TURNER, GEORGE, Low Spennymoor Durham Pet June 2 Ord June 2
 VARNDELL, JAMES, Midhurst, Butcher Brighton Pet May 30 Ord June 1
 VINCOR, MACLEIN PARWALL, 86 Austell, Saddler Truro Pet May 26 Ord May 30
 WOHLGEMUTH, JOHN, Gravesend, Licensed Victualler Canterbury Pet Feb 26 Ord May 30
 WORSER, EDWARD ENOAR, Bristol, Painter Bristol Pet May 21 Ord June 1
 WRIGHT, HENRY WILDEY, Temple, Barrister at Law High Court Pet June 1 Ord June 1
 YALLEY, SIDNEY OSBORN, King st, Company Promoter High Court Pet April 25 Ord May 30

SALES OF ENSUING WEEK.

June 11.—Messrs. BAKER & SONS, in a Marquee on the Mitcham Park Estate, Freehold Building Plots and a Freehold Family Mansion (see advertisement, June 2, p. 6).
 June 12.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, a Freehold Ground-rent (see advertisement, May 5, p. 448).
 June 13.—Messrs. MORGAN & BAINEY, at the Mart, E.C., at 1 o'clock, a Freehold Residential Estate with Cottage and Villa Residences (see advertisement, June 2, p. 5).
 June 13.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2 o'clock, a Freehold Residential Property (see advertisement, June 2, p. 5).
 June 13, 14, 15.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., on the premises, Tudor House, Hampstead Heath, Furniture, &c. (see advertisement, June 2, p. 2).
 June 13.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Fee Farm Rents (see advertisement, June 2, p. 4).
 June 14.—Messrs. DRIVER & Co., at the Grand Hotel, Birmingham, Freehold Residential and Investment Properties (see advertisement, May 19, p. 4; June 2, p. 7).
 June 14.—Messrs. DRIVER & Co., at the Grand Hotel, Birmingham, Freehold Properties (see advertisement, May 19, p. 4; June 2, p. 7).
 June 14.—Messrs. JOHN LEE & BURCHELL, at the Mart, E.C., at 1 o'clock, a Freehold Residential Estate (see advertisement, May 26, p. 4; June 2, p. 7).
 June 14.—Messrs. STIMSON & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Ground-rents and Properties (see advertisement, June 2, p. 5).
 June 15.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, a Leasehold Investment (see advertisement, June 2, p. 6).
 June 15.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments, comprising a Freehold Ground-rent, Residences, Shops, Farms, Building Land, &c. (see advertisement, June 2, p. 6).
 June 15.—Messrs. MADDOX, SON, & GREEN, at the Mart, E.C., at 1 o'clock, Freehold Ground-rents, Profit Rental, and Stabling Premises, Residence, &c. (see advertisement, June 2, p. 7).
 June 16.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Swan and Castle Hotel, Buckingham, Freehold Farms and Properties (see advertisement, June 2, p. 2).

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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FOR S. WALKER & RUNTZ at the MART, FRIDAY, JULY 13th.

By Order of the Commissioners of Sewers of the City of London.

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Valuable FREEHOLD BUILDING LAND in a most prominent position in Monument-yard, close to Fish-street Hill, in the midst of the Dried Fruit, Foreign and Colonial Fruit, and Spice Trades, and in the Mercantile Centre of the City of London.

Lot 1—Comprises a Plot of Freehold Land having a frontage of 26 ft. 8 in. to the south side of Monument-yard, and an area of 930 ft. super.

Lot 2—Is an adjoining Plot with a frontage of 42 ft. 9 in. to Monument-yard, having an area of 1,516 ft. super.

Lot 3—A Corner Plot with frontage of 22 ft. 3 in. to Monument-yard, and 39 ft. 3 in. to Fudding-lane, with an area of 890 ft. super. The Land is most suitable for the erection of suites of offices, shops, and warehouses.

Particulars, conditions, and plans may be had of A. E. Baylis, Solicitor, 1, Church-court, Old Jewry, E.C.; at the Engineer's and Surveyor's Offices, Guildhall; and at the Auctioneer's Offices, 22, Moorgate-street, E.C.

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To Trustees, Insurance Companies, and others.

TO BE SOLD, a very Valuable FREEHOLD GROUND—RENT of £4,000 per annum, amply secured on a most substantially erected modern Freehold Building (close to the Bank of England) having a frontage of 80 ft. to Threadneedle-street, and standing on a site of Land containing nearly 6,000 ft. super. The Building is let to Banks and Merchants of the highest standing, and the Ground-Rent will be sold to pay 3 per cent.

For further particulars apply to Messrs. S. Walker & Runtz, 22, Moorgate-street, E.C.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,

8, MOORGATE STREET, BANK, E.C.,

AND

2, NEW KENT ROAD, S.E.

(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

AUCTION SALES AT DEPTFORD, WOOLWICH, LONDON, AND ELSEWHERE.

MESSRS. HARDS & BRADLY, Auctioneers, Estate Agents, and Valuers, hold Periodical SALES at the "DOVER CASTLE," DEPTFORD; 31, GREEN'S END, WOOLWICH; and at the MART, CITY, and elsewhere. Messrs. Hards & Bradley, who undertake Rent Collections and Surveys and Valuations for all purposes, will be pleased to quote terms for the Sale of Properties intended to be submitted to Public Auction or otherwise.—Offices: Greenwich; 31, Green's End, Woolwich; and 158, Fenchurch-street, E.C.

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MESSRS. FIELD & SONS' AUCTIONS take place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices: 51, Borough High-street, and 52, Chancery-lane, W.C.

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MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

ABRIDGED PROSPECTUS.]

CONVERSION AND REDEMPTION

OF THE

IMPERIAL TURKISH 5 per Cent. LOAN of 1884

AND

4½ per Cent. LOAN of 1871.

Issue of £8,212,340 3½ per Cent. Bonds.

Secured by the Egyptian Tribute.

His Highness the Khedive of Egypt has, by an engagement entered into by him and published on the 2nd June, 1894, in the "Journal Officiel" of the Egyptian Government, undertaken to pay to the Bank of England the annual sum of £389,149 6s. 1d. for the service of this Loan. This engagement will continue until the whole of the Loan has been redeemed, and the annuity is, under the instructions of His Imperial Majesty The Sultan of Turkey, secured by the Egyptian Tribute.

HIS IMPERIAL MAJESTY THE SULTAN OF TURKEY having, by an Irade, dated the 14th of May, 1894, authorized the above Loan, His Excellency Nasif Pasha, Minister of Finance of the Ottoman Empire, has, on behalf of the Imperial Ottoman Government, contracted with Messrs. N. M. Rothschild & Sons, of London, Messrs. de Rothschild Brothers, of Paris, and the Imperial Ottoman Bank, to carry out the above operations.

Subscriptions may be made in Bonds, which have not been previously drawn, of the Turkish 5 per Cent. Loan of 1884, or of the 4½ per Cent. Loan of 1871.

Applications for the New Bonds in exchange for Bonds of the above-mentioned Loans which have not been previously drawn, will be received any day (except Saturday) UNTIL THURSDAY, the 14th JUNE, 1894, inclusive, on the following conditions:—

Subscribers in Bonds will receive allotment in full, 5 PER CENT. LOAN of 1884:—For every £100 of the 5 per Cent. Bonds, subscribers will be entitled to receive 3½ per Cent. Scrip of equal nominal value, and in Cash, a bonus of 2s. as well as £1 6s. 4d. (less Income Tax), being interest at 5 per cent. per annum from the 10th April to the 15th July, 1894, the date from which interest will commence on the new Stock.

4½ PER CENT. LOAN of 1871:—For every £100 of the 4½ per Cent. Bonds, subscribers will be entitled to receive 3½ per Cent. Scrip of equal nominal value, and in Cash, a bonus of 2s. as well as £1 2s. 4d. (less Income Tax), being interest at 4½ per Cent. per annum from the 10th April to the 15th July, 1894, the date from which interest will commence on the new Stock.

For fractional parts of £100, proportionate allotments and cash payments will be made, but in cases where the total of the Bonds presented for conversion is not a multiple of £20, allotment will be made as nearly as the smallest denomination of Bond will permit, and the difference adjusted by a Cash Payment to the Subscriber.

Cheques for the above-mentioned Bonus and Interest will be delivered with the Scrip, which will be issued as soon as possible after allotment.

Application must be made on the form annexed to the prospectus, and accompanied by a deposit of 25 per cent. in money, or an approximate amount in convertible Bonds, unless Subscribers prefer to deposit all their Bonds when making application; the whole of the Bonds furnished with all Coupons subsequent to the 10th of April, 1894, must be delivered as soon as the Scrip is ready to be given in exchange, and failure to deliver them in due course will render the deposit on application liable to forfeiture.

Bonds presented for conversion must be listed on forms which can be obtained on application.

All Bonds of the 5 per Cent. Loan of 1884 and of the 4½ per Cent. Loan of 1871, not presented for conversion, will be called for repayment at par, with accrued interest, on a date to be subsequently announced, and will cease to bear interest from that date.

The Scrip, after payment of the last instalment, will be exchanged for the Bonds as soon as they are ready for delivery.

The new 3½ per Cent. Bonds, as regards both Principal and Interest, will be free from all Turkish taxes, and will be issued to bearer in sums of £20, £100, £500, and £1,000, with Coupons payable half-yearly on the 15th April and 15th October, in London in pounds sterling, and in Paris and Constantinople at the exchange of the day; but the first Coupon, payable on the 15th October next, will be for three months' interest, and will be attached to the Scrip.

An accumulative Sinking Fund will reimburse these Bonds at par in sixty-one years by drawings to take place in London in July of each year, and repayment will be made on the 15th October following the drawing. The first drawing will take place in July, 1905. The Government reserves the right to increase the Sinking Fund after the 15th April, 1905. Coupons not presented within six years, and drawn Bonds within fifteen years, from the time they become payable, will be forfeited.

Bonds will also be received for conversion in Paris and Constantinople.

New Court, 6th June, 1894.

OFFICES to be LET.—Electric Light, Passenger Lift; modern conveniences; Porters in attendance; very moderate rents.—Apply on Premises, Londale-chambers, 27, Chancery-lane, W.C.

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